

Project Manual for

REPLACE WINDOWS PROJECT

Las Vegas Housing Authority
Projects NM 7-1, 7-6 & 7-7
Las Vegas, New Mexico

FY 2013
Capital Fund Program
NM02P007501-13

Opening No. 2015-20

December 30, 2014

Rev.1

LOWRY CONSULTANTS, INC.

PO Box 31
Sandia Park, NM 87047

Phone (505) 259-5915
Fax (505) 435-9920

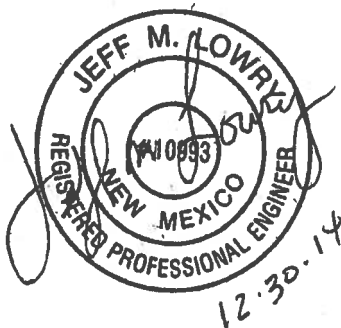
Project Manual

for

REPLACE WINDOWS PROJECT

Las Vegas Housing Authority
Projects NM 7-1, 7-6 & 7-7
Las Vegas, New Mexico

FY 2013
Capital Fund Program
NM02P007501-13



LOWRY CONSULTANTS, INC.

December 30, 2014

TABLE OF CONTENTS

• Request For Bids	1
• Instructions to Bidders for Contracts, form HUD-5369	4
• Section 00100. Additional Instructions to Bidders	5
• Section 00200. Bid Description	1
• Section 00300. Bid Proposal Form	REQUIRED WITH BID* 4
• Section 00400. List of Subcontractors	REQUIRED WITH BID* 2
• Section 00410. Non-Collusion Affidavit	REQUIRED WITH BID* 1
• Campaign Contribution Disclosure Form	REQUIRED WITH BID* 2
• Representations, Certifications, and Other Statements, HUD-5369A	REQUIRED WITH BID* 3
• Bid Bond, AIA A310	REQUIRED WITH BID 1
• Davis-Bacon Wage Rates, General Decision Number NM140004 (01/03/14)	3
• Compliance with Section 3, Economic Opportunities for Residents	1
• General Conditions of the Construction Contract, form HUD-5370	19
• Standard Form of Agreement Between Owner and Contractor, AIA A101-2007	9
• Performance Bond, AIA A311	1
• Labor and Material Payment Bond, AIA A311	1

TECHNICAL PROVISIONS

- Project Specifications

*NOTE: Please photocopy these documents required to be submitted with bid. If documents are removed from the Project Manual, deposit will not be returned.

REQUEST FOR BIDS

The City of Las Vegas, New Mexico will open Sealed Bids at **2:00 p.m. February 4, 2015** at the City Council Chambers, 1700 North Grand Avenue, Las Vegas, New Mexico, or other designated area at the City Offices; **ON THE FOLLOWING: Replace Windows Project**. A pre-bid meeting will be held on January 28, 2015 at 2:00 p.m. at the main offices of the Las Vegas Housing Authority, located at 2400 Sagebrush Avenue, Las Vegas, New Mexico for all interested contractors.

The BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be examined at the following locations:

Construction Reporter	Builders News & Plan Room
1607 2 nd Street NW	3435 Princeton Dr. NE
Albuquerque, NM	Albuquerque, NM
(505) 243-9793	(505) 884-1752

Copies of the BIDDING FORMS AND TECHNICAL SPECIFICATIONS may be obtained at the Construction Reporter, 1607 2nd Street NW, Albuquerque, NM, phone (505) 243-9793 or at the main offices of the Las Vegas Housing Authority, located at 2400 Sagebrush Avenue, Las Vegas, New Mexico, on the following basis:

General Contractors, Subcontractors, Suppliers, and Manufacturers: One (1) set of Contract Documents may be obtained upon deposit of \$50.00 per set, refundable. The deposit will be refunded to those who return the Contract Documents to the Engineer in good condition within seven days of the bid opening.

Mailed Bids should be addressed to the City Clerk, 1700 North Grand Avenue, Las Vegas, New Mexico 87701; with the envelope marked: **Replace Windows Project, Opening No: 2015-20** on the lower left-hand corner of the submitted envelope. It shall be the responsibility of the bidder to see that their bid is delivered to the **City Clerk** by the date and time set for the bid request. If the mail or delivery of bid request is delayed beyond the opening date and time, bid thus delayed will not be considered. A public opening will be held and all interested parties, any bidder or their authorized representative is invited to attend.

Bid security in an amount of not less than five percent (5%) of the total amount of the bid submitted is required of each bidder. An acceptable Bidder's Bond or Cashier's Check must accompany each bid as a guarantee that, if awarded the contract, the bidder will enter into a contract promptly and execute the required Contract Documents.

Bidders are advised that the specifications of the Project Manual require that Davis-Bacon federal wage rates be paid for labor. Any state labor wage rates that exceed the corresponding federal rate is inapplicable and shall not be enforced. (Federal Register August 10, 1988, 24 CFR Part 905, 941, 965 & 968).

The state procurement code, sections 13-1-28 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kick-backs.

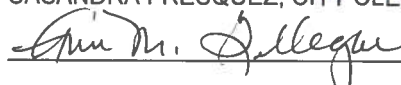
Bidders are advised that a liquidated damages clause is included in the Contract, as called for in the General Conditions of the Contract for Construction.

No bidder may withdraw their bid within sixty (60) days after the actual date of the opening thereof. The City of Las Vegas reserves the right to reject any or all bids and waive any or all informalities.

CITY OF LAS VEGAS,


ELMER J. MARTINEZ, ACTING CITY MANAGER


CASANDRA FRESQUEZ, CITY CLERK


ANN M. GALLEGOS, FINANCE DIRECTOR


JUNE TAFOYA CORDOVA, PURCHASING OFFICER

Opening No. 2015-20 Date Issued: January 7, 2015

Date Published: Las Vegas Optic, January 12, 2015, www.lasvegasnm.gov

Date Published: Albuquerque Journal, January 11, 2015

**U.S. Department of Housing and
Urban Development**
Office of Public and Indian Housing

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

Table of Contents

Clause	Page
1. Bid Preparation and Submission	1
2. Explanations and Interpretations to Prospective Bidders	1
3. Amendments to Invitations for Bids	1
4. Responsibility of Prospective Contractor	1
5. Late Submissions, Modifications, and Withdrawal of Bids	1
6. Bid Opening	2
7. Service of Protest	2
8. Contract Award	2
9. Bid Guarantee	3
10. Assurance of Completion	3
11. Preconstruction Conference	3
12. Indian Preference Requirements	3

1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date and the bid, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

(f) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful bid that makes its terms more favorable to the PHA/IHA will be considered at any time it is received and may be accepted.

(g) Bids may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

Pamela Marrjuo, Housing Director
Las Vegas Public Housing Authority
2400 Sagebrush Street
Las Vegas, NM 87701

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[] (3) a 20 percent cash escrow;

[] (4) a 25 percent irrevocable letter of credit; or,

[] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

SECTION 00100
ADDITIONAL INSTRUCTIONS TO BIDDERS

1. SCOPE OF WORK:
The work consists of furnishing all labor and materials required for the delivery and installation of the following items of work: **Replace Windows Project.**
2. REQUIRED DOCUMENTS TO BE INCLUDED WITH BID:
The following items are required for a bid proposal to be considered responsive, any proposal lacking any of these items shall be considered unresponsive.

 - _____ 1. Bid Proposal Form with Tax Identification, Bidder Information and Affidavit.
 - _____ 2. List of Subcontractors.
 - _____ 3. Non-Collusive Affidavit.
 - _____ 4. Campaign Contribution Disclosure Form.
 - _____ 5. Representation, Certifications, and other Statements of Bidders, HUD-5369A.
 - _____ 6. Bid Bond or Cashier's Check.
3. LEAD BASED PAINT (LBP) PROHIBITION:
Any contractor awarded a contract for modernization shall comply with 24 CFR Part 35, prohibiting the use of Lead Base Paint.
4. ASBESTOS CONTAINING BUILDING MATERIALS (ACBM):
No new ACBM will be allowed in any form or shape whatsoever. This statement takes priority and supersedes any statement or section which may contain asbestos.
5. Explanations and interpretations to prospective bidders (additional information):
All questions regarding the contract documents or the scope of work shall be directed in writing to Lowry Consultants, Inc., fax number (505) 435-9920. An addendum may be issued prior to the bid opening date in response to all inquiries.
6. CONTRACT:
The form of agreement between owner and contractor shall be the American Institute of Architects document A101-2007 edition.
7. TAXES:
The bid amount shall exclude the applicable gross receipts tax or applicable local option tax. The Owner shall pay the applicable tax including any increase in the applicable tax becoming effective after the date the contract is entered into. The applicable gross receipts tax or local option tax shall be shown as a separate amount on each billing or request for payment made under the contract, as outlined in the State Procurement Code Chapter 348, Section 5, Section 13-1-108, NMSA-108 as amended.
8. METHODS OF AWARD - Lowest Qualified Bidder:
The Owner shall award one (1) contract to the lowest responsive bidder. The Owner reserves the right to reject any or all bids and to waive any informality in bids received.

SECTION 00100
ADDITIONAL INSTRUCTIONS TO BIDDERS

STANDARD BID CLAUSES

AWARDED BID

Awarding of Bid shall be made to the responsible Bidder whose Bid meets the required specifications. The City of Las Vegas (City) reserves the right to reject or accept any of all Bid specifications and to waive any insubstantial irregularity in the form of the Bid.

The City of Las Vegas may make multiple awards of the bid, to those bidding in law enforcement related services. The City reserves the right to award the bid to the most advantageous Bidder to the City.

TIMETABLE

Bids pursuant to this request must be received at the City Clerk's Office at 1700 North Grand Avenue, Las Vegas, New Mexico, on or before 2:00 pm, February 4, 2015 at which time all bids received will be opened. An opening will occur at the City's Council Chambers or other designated area at the City Offices. Awarding of Bid is projected for February 18, 2015. The successful Bidder will be notified by mail.

ENVELOPES

Sealed Bid envelopes shall be clearly marked on the lower left-hand corner, identified by the Bid Name and Opening Number. Failure to comply with this requirement may result in the rejection of your submitted Bid. Enclose one (1) original and two (2) copies of Bid.

BRIBERY AND KICKBACK

The Procurement Code of New Mexico; (Section 13-1-28 through 13-1-99 N.M.S.A. 1978), impose a third degree felony penalty for bribery of a public official or public employee. In addition the New Mexico Criminal Statutes (Section 30-4-1, N.M.S.A. 1978): state that it is a third degree felony to commit the offense of demanding or receiving a bribe by a public official of public employee. And (Section 30-24-2, N.M.S.A. 1978): it is a fourth degree felony to commit the offense of soliciting or receiving illegal kickbacks. Also (Section 30-41-1 through 30-41-3, N.M.S.A. 1978): states that it is a fourth degree felony to commit the offense of offering or paying illegal kickbacks.

NON-COLLUSION

In signing their Bid and Affidavit, the Bidder certifies that he/she has not, either directly or indirectly entered into action of restraint of free competition, in the connection with the submitted bid.

RESPONSIBILITY OF BIDDER

At all times it shall be the responsibility of the Bidder to see their bid is delivered to the City Clerk by the Date and Time scheduled for opening. If the mail or delivery of said Bid is delayed beyond the scheduled opening date and time set, bid this delayed will not be considered.

SECTION 00100
ADDITIONAL INSTRUCTIONS TO BIDDERS

CLARIFICATION OF BID

Bidder requiring clarification or interpretation of Bid specifications shall make a written request to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Any interpretation, corrections or changes of said Bid Specifications, Opening Date, or Time Change will be made by Addendum only. Interpretations, Corrections or changes of said bid made in any other manner will not be binding and the Bidder shall not rely upon such interpretation, corrections and changes.

MODIFICATION OF BID

Bids may be withdrawn upon receipt of written request prior to the scheduled bid opening for the purpose of making any corrections or changes. Such corrections must be properly identified and signed or initialed by the Bidder. Resubmission must be prior to the scheduled bid opening time in order to be considered. After bid opening, no price modifications of submitted bids or other provisions shall be permitted.

WITHDRAWAL OF BID

A low Bidder alleging a material mistake of fact, after bids have been opened may request their bid be withdrawn upon receipt of a written request to the Finance Department prior to the scheduled awarding date.

INSPECTION

Final inspection and acceptance will be made at the City's destination. Products rejected for nonconformance with the specifications shall be removed by the Bidder; at his/her risk and expense promptly after notice of rejection.

FEDERAL TAX IDENTIFICATION NUMBER

Pursuant to IRS requirements, Bidder shall provide their Federal Tax ID Number if Bidder is incorporated. If Bidder is a sole proprietorship or partnership then they shall provide their Social Security Number.

FEDERAL TAX ID NUMBER: _____

SOCIAL SECURITY NUMBER _____

NEW MEXICO TAX IDENTIFICATION NUMBER

Payment may be withheld under (Section 7-10-5, N.M.S.A. 1978) if you are subject to New Mexico Gross Receipts Tax and have not registered for a New Mexico (CRS) Tax Identification Number. Contact the New Mexico Taxation & Revenue Department at (505) 827-0700 for registering instructions.

NEW MEXICO TAX IDENTIFICATION NO. (CRS): _____

SECTION 00100
ADDITIONAL INSTRUCTIONS TO BIDDERS

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Bidder shall submit a completed Campaign Contribution Disclosure Form Pursuant to Chapter 81, Laws of 2006.

COMMERCIAL WARRANTY

The Bidder agrees that the products or services furnished under a Purchase Order shall be covered by the most favorable commercial warranties that the Bidder gives to any customer for such products or services. And that the rights and remedies provided therein shall extend to the City and are in addition to and do not limit any rights afforded to the City by any other clause of its Purchase Order. Bidder agrees not to disclaim warranties of fitness for any particular purpose or merchantability.

Furthermore, Bidder agrees that its warranty for all products furnished under a Purchase Order pursuant to this Call for Bids shall be for a period of one year following the installation of said products by others. Also a receipt of a notice by the City's Engineer the products have been installed correctly and have been demonstrated to be capable of performing their intended function.

SPECIAL NOTICE

To preclude possible errors and/or misinterpretations, bid prices must be affixed in ink or typewritten legibly. Enclose one (1) original and two (2) copies of Bid documents.

DEFAULT

The City reserves the right to cancel all or any part of an order without cost to the City if the Bidder fails to meet the provisions of the City's Purchase Order or the product specifications and to hold the Bidder liable for any excess costs occasioned due to the Bidder's default. The Bidder shall not be liable for any excess costs if failure to perform on an order arises out of cause beyond the control and without fault or negligence of the Bidder. Such causes include, but are not restricted to, acts of God or public enemy; acts of State or Federal Government; fires, floods, epidemics, quarantine restrictions, strikes, embargoes, unusually severe weather, or defaults of subcontractors. Due to any of the above unless the City shall determine that the supplies or services to be furnished by the subcontractor are obtainable from other sources in the City in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law.

BID PROTESTS

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the Department involved in this bid request at least twelve (12) days prior to the scheduled bid opening date with a copy forwarded to the Finance Department. Bid protests will not be considered from parties which do not also furnish satisfactory documentation with their protest that their proposed system fully meets the functional intent of the TECHNICAL SPECIFICATIONS which accompany a Call for Bids.

SECTION 00100
ADDITIONAL INSTRUCTIONS TO BIDDERS

NON-EXCLUSION

Specifications of the bid request are not meant to exclude any Bidder or Manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No Substitute" specifications may be authorized, only if required to match existing equipment.

If any Bidder is of the opinion that the specifications as written preclude him/her from submitting a bid. His/her opinion should be made known to the Department involved in this bid request at least five (5) days prior to the scheduled bid opening date; with a copy forwarded to the Finance Department.

Brand names and numbers are for reference only and equivalents will be considered. If bidding "EQUIVALENT" Bidder must be prepared to furnish complete data upon request, preferably with the bid to avoid awarding delay.

CONTRACT

When the City issues a Purchase Order in response to an awarded Bid a binding contract is created (unless a specified contract has been created).

TERMINATION

This Price Agreement may be terminated by either party upon signing a written notice to the other party at least thirty (30) days in advance of the date of termination. Notice of termination of this Price Agreement shall not affect any outstanding orders.

TAXES

Bidder must pay all applicable taxes.

NOTE:

If bidder is from outside the City of Las Vegas, the successful bidder must pay Gross Receipts in the City of Las Vegas.

SECTION 00200
BID DESCRIPTION

1. GENERAL

The scope of work to be performed shall be three bid lots known as Base Bid, Deductive Alternate No.1 and Deductive Alternate No.2.

The Base Bid and Deductive Alternates (bid lots) shall include furnishing all labor, materials and performing all the work in connection with the construction or installation of the work described. The price quoted herein represents the total compensation to be paid by the Housing Authority for services provided. It is understood that the contractor providing said services is responsible for payment of all costs of labor, equipment, tools, material, permits, licenses, fees, insurance, bonding, overhead and any other items necessary to complete the work provided. The prices quoted in this agreement include an amount sufficient to cover such costs.

The bid lots shall not include New Mexico Gross Receipts. Tax shall be added to the invoice at current rates for the City of Las Vegas as a separate item to be paid by the Owner.

Contractor is responsible for obtaining all necessary permits and providing all required drawings for permitting purposes.

The term of this agreement shall be for one hundred twenty (120) calendar days from date of award, if all bid lots are awarded.

References elsewhere in the Contract Documents to Base Bid and Deductive Alternates as set forth below shall be interpreted to mean the full lot as described herein. This section shall govern conflicts referring to bid lots in the Contract Documents.

2. DEDUCTIVE ALTERNATE DESCRIPTION

According to Procurement Handbook for Public Housing Agencies, HUD Handbook 7460.8 Rev. 2, Section 6.4, "...when necessary because of limited available funding, a PHA may specify the most expensive system as the base bid and list deductive alternates in inverse priority order.". In other words, the deductive alternates may be subtracted from the base bid in numerical order until there are enough funds.

3. BASE BID

- All 137 Units - Remove existing windows, provide and install new windows, complete with all materials necessary for a working installation. See Scope of Work for more information.

4. DEDUCTIVE ALTERNATE NO. 1

- Deduct from Base Bid the price of window replacements at Sagebrush Site (35 Units).

5. DEDUCTIVE ALTERNATE NO. 2

- Deduct from Base Bid the price of window replacements at Delgado / Hot Springs Site (7 Units).

SECTION 00300
BID PROPOSAL FORM
BIDDER INFORMATION

BIDDER: _____

AUTHORIZED AGENT: _____

ADDRESS: _____

TELEPHONE NUMBER: (_____) _____

FAX NUMBER: (_____) _____

CELL NUMBER: (_____) _____

EMAIL ADDRESS: _____

NEW MEXICO CONTRACTOR'S LICENSE NO.: _____

BID ITEM (S): See Bid Proposal Form

ITEM (S) UNDER THIS BID ARE TO BE F.O.B. LAS VEGAS, NEW MEXICO 87701. THE CITY OF LAS VEGAS RESERVES THE RIGHT REJECT ANY OR ALL BIDS AND TO WAIVE ANY TECHNICAL IRREGULARITY IN THE FORM OF THE BID.

AFFIDAVIT FOR FILING WITH COMPETITIVE BID

STATE OF _____)

COUNTY OF _____)

I _____, of lawful age, being of first duly sworn in oath, say that I am the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to the terms of said prospective contract, or any other terms of said prospective contract; or in any discussion between bidders with any city official concerning an exchange of money or any other thing of value for special consideration in the letting of a contract.

Signature

Subscribed and sworn to before me, this _____ day of _____, 2015
(SEAL)

Notary Public Signature

My Commission Expires: _____

SECTION 00300
BID PROPOSAL FORM

Date of Bid: _____

BY (CONTRACTOR): _____

Replace Windows Project

**Las Vegas Housing Authority
Las Vegas, New Mexico**

To the Board of the Las Vegas Housing Authority (also called "OWNER"):

1. In compliance with the Invitation for Bids for the above referenced project, the undersigned, having examined the Bid Documents, Contract Documents and Drawings, and having examined the site of the project and being familiar with the conditions surrounding the proposed construction, hereby propose to furnish all labor, materials, and supplies required to perform the work in conformance therewith and in the time stated therein, at the price or prices stated in this proposal.

2. BASE BID: Bidder agrees to perform the Work described as Base Bid in the Contract Documents for the lump sum price of:

_____(Dollars) (\$)
(Amounts to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

3. DEDUCTIVE ALTERNATE NO.1: Bidder agrees to perform the Work described as Deductive Alternate No.1 in the Contract Documents for the lump sum price of:

_____(Dollars) (\$)

4. DEDUCTIVE ALTERNATE NO.2: Bidder agrees to perform the Work described as Deductive Alternate No.2 in the Contract Documents for the lump sum price of:

_____(Dollars) (\$)

5. The undersigned hereby acknowledges that the Bid Lots as described may be contracted either separately or a combined single contract including all Bid Lots at the discretion of the Owner.
6. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the bid opening. If the Contract is to be awarded, Owner will give the successful Bidder a NOTICE OF AWARD within sixty (60) days after the bid opening.
7. Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

SECTION 00300
BID PROPOSAL FORM

8. The undersigned tenders herewith, as a bid guarantee, a Cashier's Check or Bid Bond in the sum of five (5) percent of the total amount of bid:

BID BOND:

_____ (Dollars) (\$)

9. The undersigned hereby agrees to execute the final Contract, Performance Bond, and Labor and Materials Payment Bond within seven (7) days after receipt of the Notice of Award.
10. It is hereby mutually understood and agreed that in case the undersigned does not execute the Contract and Bonds within seven (7) days after receipt of the Notice of Award, the undersigned forfeits the accompanying Check or Bid Bond as liquidated damages for delay and additional expense to the Owner caused thereby, and Owner may proceed to award the Contract to others.
11. The undersigned agrees within seven (7) days after the Contract is executed, to deliver to the Owner the CERTIFICATES OF INSURANCE as required in the General Conditions. Workman's Compensation is required of all general contractors and sub-contractors. A certificate of insurance confirming Workman's Compensation coverage will be required prior to contract execution.
12. The undersigned hereby agrees to commence the work within seven (7) days after receipt of NOTICE TO PROCEED. The undersigned further agrees that all work items will be completed within ONE HUNDRED TWENTY(120) calendar days from the date shown on the Notice to Proceed. The Notice to Proceed will be dated to include the anticipated time for delivery of materials.
13. The undersigned hereby acknowledges that there are LIQUIDATED DAMAGES payable to the Owner for delays in the construction of the project. The undersigned hereby agrees to pay the Owner the sum of Two Hundred Dollars (\$200.00) Liquidated Damages for each calendar day of delay until the Work is substantially complete.
14. The undersigned hereby acknowledges that the entire work is subject to Federal Wage Rates as issued specifically for this project by the US Department of Housing and Urban Development; that certified weekly payroll reports shall be submitted to the Owner.
15. In accordance with the New Mexico Subcontractors Fair Practice Act of 1988, attached to this proposal is the list of Subcontractors and Suppliers who will provide material and labor for the project based on the Base Bid Proposal in its entirety.
16. If requested, Bidder agrees to furnish to Owner all information and data necessary for Owner to determine the qualifications and ability of Bidder to perform the Work, including a Contractor's Qualification Statement (such as AIA Document A305).
17. Addenda: The Bidder hereby acknowledges receipt of the following addenda to the drawings and project manuals, all provisions and requirements of which addenda have been taken into consideration in the preparation of this proposal.

- (b) The Architect shall serve as the Contracting Officer's technical representative with respect to architectural, engineering, and design matters related to the work performed under the contract. The Architect may provide direction on contract performance. Such direction shall be within the scope of the contract and may not be of a nature which: (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the Changes clause herein; (3) causes an increase or decrease in the cost of the contract; (4) alters the Construction Progress Schedule; or (5) changes any of the other express terms or conditions of the contract.
- (c) The Architect's duties and responsibilities may include but shall not be limited to:
- (1) Making periodic visits to the work site, and on the basis of his/her on-site inspections, issuing written reports to the PHA which shall include all observed deficiencies. The Architect shall file a copy of the report with the Contractor's designated representative at the site;
 - (2) Making modifications in drawings and technical specifications and assisting the Contracting Officer in the preparation of change orders and other contract modifications for issuance by the Contracting Officer;
 - (3) Reviewing and making recommendations with respect to - (i) the Contractor's construction progress schedules; (ii) the Contractor's shop and detailed drawings; (iii) the machinery, mechanical and other equipment and materials or other articles proposed for use by the Contractor; and, (iv) the Contractor's price breakdown and progress payment estimates; and,
 - (4) Assisting in inspections, signing Certificates of Completion, and making recommendations with respect to acceptance of work completed under the contract.

4. Other Contracts

The PHA may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with PHA employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by PHA employees

Construction Requirements

5. Pre-construction Conference and Notice to Proceed

- (a) Within ten calendar days of contract execution, and prior to the commencement of work, the Contractor shall attend a preconstruction conference with representatives of the PHA, its Architect, and other interested parties convened by the PHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract. The PHA will provide the Contractor with the date, time, and place of the conference.
- (b) The contractor shall begin work upon receipt of a written Notice to Proceed from the Contracting Officer or designee. The Contractor shall not begin work prior to receiving such notice.

6. Construction Progress Schedule

- (a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring labor, materials, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments or take other remedies under the contract until the Contractor submits the required schedule.
- (b) The Contractor shall enter the actual progress on the chart as required by the Contracting Officer, and immediately deliver three copies of the annotated schedule to the Contracting Officer. If the Contracting Officer determines, upon the basis of inspection conducted pursuant to the clause entitled Inspection and Acceptance of Construction, herein that the Contractor is not meeting the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the PHA. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.
- (c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the Contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the Default clause of this contract.

7. Site Investigation and Conditions Affecting the Work

- (a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to, (1) conditions bearing upon transportation, disposal, handling, and storage of materials; (2) the availability of labor, water, electric power, and roads; (3) uncertainties of weather, river stages, tides, or similar physical conditions at the site; (4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is

- reasonably ascertainable from an inspection of the site, including all exploratory work done by the PHA, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to successfully perform the work without additional expense to the PHA.
- (b) The PHA assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the PHA. Nor does the PHA assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

8. Differing Site Conditions

- (a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of (1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or (2) unknown physical conditions at the site(s), of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.
- (b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. Work shall not proceed at the affected site, except at the Contractor's risk, until the Contracting Officer has provided written instructions to the Contractor. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, the Contractor shall file a claim in writing to the PHA within ten days after receipt of such instructions and, in any event, before proceeding with the work. An equitable adjustment in the contract price, the delivery schedule, or both shall be made under this clause and the contract modified in writing accordingly.
- (c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.
- (d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.
- promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.
- (b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.
- (c) Where "shown" "indicated", "detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place" that is "furnished and installed".
- (d) "Shop drawings" means drawings, submitted to the PHA by the Contractor, subcontractor, or any lower tier subcontractor, showing in detail (1) the proposed fabrication and assembly of structural elements and (2) the installation (i.e., form, fit, and attachment details) of materials of equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the contract. The PHA may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.
- (e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with other contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the PHA's reasons therefore. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.
- (f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Architect approves any such variation and the Contracting Officer concurs, the Contracting Officer shall issue an appropriate modification to the contract, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.
- (g) It shall be the responsibility of the Contractor to make timely requests of the PHA for such large scale and full size drawings, color schemes, and other additional information, not already in his possession, which shall be

9. Specifications and Drawings for Construction

- (a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy in the figures, in the drawings, or in the specifications, the matter shall be

required in the planning and production of the work. Such requests may be submitted as the need arises, but each such request shall be filed in ample time to permit appropriate action to be taken by all parties involved so as to avoid delay.

- (h) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the PHA and one set will be returned to the Contractor. As required by the Contracting Officer, the Contractor, upon completing the work under this contract, shall furnish a complete set of all shop drawings as finally approved. These drawings shall show all changes and revisions made up to the time the work is completed and accepted.
- (i) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all shop drawings prepared by subcontractors are submitted to the Contracting Officer.

10. As-Built Drawings

- (a) "As-built drawings," as used in this clause, means drawings submitted by the Contractor or subcontractor at any tier to show the construction of a particular structure or work as actually completed under the contract. "As-built drawings" shall be synonymous with "Record drawings."
- (b) As required by the Contracting Officer, the Contractor shall provide the Contracting Officer accurate information to be used in the preparation of permanent as-built drawings. For this purpose, the Contractor shall record on one set of contract drawings all changes from the installations originally indicated, and record final locations of underground lines by depth from finish grade and by accurate horizontal offset distances to permanent surface improvements such as buildings, curbs, or edges of walks.
- (c) This clause shall be included in all subcontracts at any tier. It shall be the responsibility of the Contractor to ensure that all as-built drawings prepared by subcontractors are submitted to the Contracting Officer.

11. Material and Workmanship

- (a) All equipment, material, and articles furnished under this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the contract to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of, and as approved by the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.
- (b) Approval of equipment and materials.
 - (1) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the

machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

- (2) When required by the specifications or the Contracting Officer, the Contractor shall submit appropriately marked samples (and certificates related to them) for approval at the Contractor's expense, with all shipping charges prepaid. The Contractor shall label, or otherwise properly mark on the container, the material or product represented, its place of origin, the name of the producer, the Contractor's name, and the identification of the construction project for which the material or product is intended to be used.
- (3) Certificates shall be submitted in triplicate, describing each sample submitted for approval and certifying that the material, equipment or accessory complies with contract requirements. The certificates shall include the name and brand of the product, name of manufacturer, and the location where produced.
- (4) Approval of a sample shall not constitute a waiver of the PHA right to demand full compliance with contract requirements. Materials, equipment and accessories may be rejected for cause even though samples have been approved.
- (5) Wherever materials are required to comply with recognized standards or specifications, such specifications shall be accepted as establishing the technical qualities and testing methods, but shall not govern the number of tests required to be made nor modify other contract requirements. The Contracting Officer may require laboratory test reports on items submitted for approval or may approve materials on the basis of data submitted in certificates with samples. Check tests will be made on materials delivered for use only as frequently as the Contracting Officer determines necessary to insure compliance of materials with the specifications. The Contractor will assume all costs of retesting materials which fail to meet contract requirements and/or testing materials offered in substitution for those found deficient.
- (6) After approval, samples will be kept in the Project office until completion of work. They may be built into the work after a substantial quantity of the materials they represent has been built in and accepted.
- (c) Requirements concerning lead-based paint. The Contractor shall comply with the requirements concerning lead-based paint contained in the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) as implemented by 24 CFR Part 35.

12. Permits and Codes

- (a) The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. Notwithstanding the requirement of the Contractor to comply with the drawings and specifications in the contract, all work installed shall comply with all applicable codes and regulations as amended by any

waivers. Before installing the work, the Contractor shall examine the drawings and the specifications for compliance with applicable codes and regulations bearing on the work and shall immediately report any discrepancy it may discover to the Contracting Officer. Where the requirements of the drawings and specifications fail to comply with the applicable code or regulation, the Contracting Officer shall modify the contract by change order pursuant to the clause entitled Changes herein to conform to the code or regulation.

- (b) The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. Where the PHA can arrange for the issuance of all or part of these permits, fees and licenses, without cost to the Contractor, the contract amount shall be reduced accordingly.

13. Health, Safety, and Accident Prevention

- (a) In performing this contract, the Contractor shall:

- (1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;
- (2) Protect the lives, health, and safety of other persons;
- (3) Prevent damage to property, materials, supplies, and equipment; and,
- (4) Avoid work interruptions.

- (b) For these purposes, the Contractor shall:

- (1) Comply with regulations and standards issued by the Secretary of Labor at 29 CFR Part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96), 40 U.S.C. 3701 et seq.; and
- (2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

- (c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 CFR Part 1904.

- (d) The Contracting Officer shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

- (e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as the PHA, the Secretary of Housing and Urban Development, or the Secretary of Labor shall direct as a means of enforcing such provisions.

14. Temporary Heating

The Contractor shall provide and pay for temporary heating, covering, and enclosures necessary to properly protect all work and materials against damage by dampness and cold, to dry out the work, and to facilitate the completion of the work. Any permanent heating equipment used shall be turned over to the PHA in the condition and at the time required by the specifications.

15. Availability and Use of Utility Services

- (a) The PHA shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the PHA or, where the utility is produced by the PHA, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the PHA, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

16. Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements

- (a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed under this contract, and which do not unreasonably interfere with the work required under this contract.
- (b) The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during performance of this contract, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.
- (c) The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. Prior to disturbing the ground at the construction site, the Contractor shall ensure that all underground utility lines are clearly marked.
- (d) The Contractor shall shore up, brace, underpin, secure, and protect as necessary all foundations and other parts of existing structures adjacent to, adjoining, and in the vicinity of the site, which may be affected by the excavations or other operations connected with the construction of the project.
- (e) Any equipment temporarily removed as a result of work under this contract shall be protected, cleaned, and replaced in the same condition as at the time of award of this contract.

- (f) New work which connects to existing work shall correspond in all respects with that to which it connects and/or be similar to existing work unless otherwise required by the specifications.
- (g) No structural members shall be altered or in any way weakened without the written authorization of the Contracting Officer, unless such work is clearly specified in the plans or specifications.
- (h) If the removal of the existing work exposes discolored or unfinished surfaces, or work out of alignment, such surfaces shall be refinished, or the material replaced as necessary to make the continuous work uniform and harmonious. This, however, shall not be construed to require the refinishing or reconstruction of dissimilar finishes previously exposed, or finished surfaces in good condition, but in different planes or on different levels when brought together by the removal of intervening work, unless such refinishing or reconstruction is specified in the plans or specifications.
- (i) The Contractor shall give all required notices to any adjoining or adjacent property owner or other party before the commencement of any work.
- (j) The Contractor shall indemnify and save harmless the PHA from any damages on account of settlement or the loss of lateral support of adjoining property, any damages from changes in topography affecting drainage, and from all loss or expense and all damages for which the PHA may become liable in consequence of such injury or damage to adjoining and adjacent structures and their premises.
- (k) The Contractor shall repair any damage to vegetation, structures, equipment, utilities, or improvements, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

17. Temporary Buildings and Transportation of Materials

- (a) Temporary buildings (e.g., storage sheds, shops, offices, sanitary facilities) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the PHA. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.
- (b) The Contractor shall, as directed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any federal, state, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

18. Clean Air and Water

The contractor shall comply with the Clean Air Act, as amended, 42 USC 7401 et seq., the Federal Water Pollution Control Water Act, as amended, 33 U.S.C. 1251 et seq., and standards issued pursuant thereto in the facilities in which this contract is to be performed.

19. Energy Efficiency

The Contractor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under the contract is performed.

20. Inspection and Acceptance of Construction

- (a) Definitions. As used in this clause -
 - (1) "Acceptance" means the act of an authorized representative of the PHA by which the PHA approves and assumes ownership of the work performed under this contract. Acceptance may be partial or complete.
 - (2) "Inspection" means examining and testing the work performed under the contract (including, when appropriate, raw materials, equipment, components, and intermediate assemblies) to determine whether it conforms to contract requirements.
 - (3) "Testing" means that element of inspection that determines the properties or elements, including functional operation of materials, equipment, or their components, by the application of established scientific principles and procedures.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. All work is subject to PHA inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) PHA inspections and tests are for the sole benefit of the PHA and do not: (1) relieve the Contractor of responsibility for providing adequate quality control measures; (2) relieve the Contractor of responsibility for loss or damage of the material before acceptance; (3) constitute or imply acceptance; or, (4) affect the continuing rights of the PHA after acceptance of the completed work under paragraph (j) below.
- (d) The presence or absence of the PHA inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specifications without the Contracting Officer's written authorization. All instructions and approvals with respect to the work shall be given to the Contractor by the Contracting Officer.
- (e) The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The PHA may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The PHA shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.

- (f) The PHA may conduct routine inspections of the construction site on a daily basis.
- (g) The Contractor shall, without charge, replace or correct work found by the PHA not to conform to contract requirements, unless the PHA decides that it is in its interest to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (h) If the Contractor does not promptly replace or correct rejected work, the PHA may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor, or (2) terminate for default the Contractor's right to proceed.
- (i) If any work requiring inspection is covered up without approval of the PHA, it must, if requested by the Contracting Officer, be uncovered at the expense of the Contractor. If at any time before final acceptance of the entire work, the PHA considers it necessary or advisable, to examine work already completed by removing or tearing it out, the Contractor, shall on request, promptly furnish all necessary facilities, labor, and material. If such work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray all the expenses of the examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, the Contracting Officer shall make an equitable adjustment to cover the cost of the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (j) The Contractor shall notify the Contracting Officer, in writing, as to the date when in its opinion all or a designated portion of the work will be substantially completed and ready for inspection. If the Architect determines that the state of preparedness is as represented, the PHA will promptly arrange for the inspection. Unless otherwise specified in the contract, the PHA shall accept, as soon as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines and designates can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the PHA's right under any warranty or guarantee.

21. Use and Possession Prior to Completion

- (a) The PHA shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the PHA intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The PHA's possession or use shall not be deemed an acceptance of any work under the contract.
- (b) While the PHA has such possession or use, the Contractor shall be relieved of the responsibility for (1) the loss of or damage to the work resulting from the PHA's possession or use, notwithstanding the terms of the clause entitled Permits and Codes herein; (2) all maintenance costs on the areas occupied; and, (3) furnishing heat, light, power, and water used in the areas

occupied without proper remuneration therefore. If prior possession or use by the PHA delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

22. Warranty of Title

The Contractor warrants good title to all materials, supplies, and equipment incorporated in the work and agrees to deliver the premises together with all improvements thereon free from any claims, liens or charges, and agrees further that neither it nor any other person, firm or corporation shall have any right to a lien upon the premises or anything appurtenant thereto.

23. Warranty of Construction

- (a) In addition to any other warranties in this contract, the Contractor warrants, except as provided in paragraph (j) of this clause, that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of one year (one year unless otherwise indicated) from the date of final acceptance of the work. If the PHA takes possession of any part of the work before final acceptance, this warranty shall continue for a period of (one year unless otherwise indicated) from the date that the PHA takes possession.
- (b) The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. In addition, the Contractor shall remedy, at the Contractor's expense, any damage to PHA-owned or controlled real or personal property when the damage is the result of—
 - (1) The Contractor's failure to conform to contract requirements; or
 - (2) Any defects of equipment, material, workmanship or design furnished by the Contractor.
- (c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for (one year unless otherwise indicated) from the date of repair or replacement.
- (d) The Contracting Officer shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect or damage.
- (e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the PHA shall have the right to replace, repair or otherwise remedy the failure, defect, or damage at the Contractor's expense.
- (f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:
 - (1) Obtain all warranties that would be given in normal commercial practice;
 - (2) Require all warranties to be executed in writing, for the benefit of the PHA; and,
 - (3) Enforce all warranties for the benefit of the PHA.
- (g) In the event the Contractor's warranty under paragraph (a) of this clause has expired, the PHA may bring suit at its own expense to enforce a subcontractor's, manufacturer's or supplier's warranty.

- (h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defect of material or design furnished by the PHA nor for the repair of any damage that results from any defect in PHA furnished material or design.
- (i) Notwithstanding any provisions herein to the contrary, the establishment of the time periods in paragraphs (a) and (c) above relate only to the specific obligation of the Contractor to correct the work, and have no relationship to the time within which its obligation to comply with the contract may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to its obligation other than specifically to correct the work.
- (j) This warranty shall not limit the PHA's rights under the Inspection and Acceptance of Construction clause of this contract with respect to latent defects, gross mistakes or fraud.

24. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

Administrative Requirements

25. Contract Period

The Contractor shall complete all work required on this contract within 120 calendar days of the effective date of the contract, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

26. Order of Provisions

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between the contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

27. Payments

- (a) The PHA shall pay the Contractor the price as provided in this contract.
- (b) The PHA shall make progress payments approximately every 30 days as the work proceeds, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer. The PHA may, subject to written determination and approval of the Contracting Officer, make more frequent payments to contractors which are qualified small businesses.
- (c) Before the first progress payment under this contract, the Contractor shall furnish, in such detail as requested by the Contracting Officer, a breakdown of the total contract price showing the amount included therein for each principal category of the work, which shall substantiate the payment amount requested in order to provide a

basis for determining progress payments. The breakdown shall be approved by the Contracting Officer and must be acceptable to HUD. If the contract covers more than one project, the Contractor shall furnish a separate breakdown for each. The values and quantities employed in making up this breakdown are for determining the amount of progress payments and shall not be construed as a basis for additions to or deductions from the contract price. The Contractor shall prorate its overhead and profit over the construction period of the contract.

- (d) The Contractor shall submit, on forms provided by the PHA, periodic estimates showing the value of the work performed during each period based upon the approved breakdown of the contract price. Such estimates shall be submitted not later than 20 calendar days in advance of the date set for payment and are subject to correction and revision as required. The estimates must be approved by the Contracting Officer with the concurrence of the Architect prior to payment. If the contract covers more than one project, the Contractor shall furnish a separate progress payment estimate for each.
- (e) Along with each request for progress payments and the required estimates, the Contractor shall furnish the following certification, or payment shall not be made: I hereby certify, to the best of my knowledge and belief, that:
- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
 - (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements; and,
 - (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.

Name: _____

Title: _____

Date: _____

- (f) Except as otherwise provided in State law, the PHA shall retain ten (10) percent of the amount of progress payments until completion and acceptance of all work under the contract; except, that if upon completion of 50 percent of the work, the Contracting Officer, after consulting with the Architect, determines that the Contractor's performance and progress are satisfactory, the PHA may make the remaining payments in full for the work subsequently completed. If the Contracting Officer subsequently determines that the Contractor's performance and progress are unsatisfactory, the PHA shall reinstate the ten (10) percent (or other percentage as provided in State law) retainage until such time as the Contracting Officer determines that performance and progress are satisfactory.
- (g) The Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration when computing progress payments.

Material delivered to the Contractor at locations other than the site may also be taken into consideration if the Contractor furnishes satisfactory evidence that (1) it has acquired title to such material; (2) the material is properly stored in a bonded warehouse, storage yard, or similar suitable place as may be approved by the Contracting Officer; (3) the material is insured to cover its full value; and (4) the material will be used to perform this contract. Before any progress payment which includes delivered material is made, the Contractor shall furnish such documentation as the Contracting Officer may require to assure the protection of the PHA's interest in such materials. The Contractor shall remain responsible for such stored material notwithstanding the transfer of title to the PHA.

- (h) All material and work covered by progress payments made shall, at the time of payment become the sole property of the PHA, but this shall not be construed as (1) relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or, (2) waiving the right of the PHA to require the fulfillment of all of the terms of the contract. In the event the work of the Contractor has been damaged by other contractors or persons other than employees of the PHA in the course of their employment, the Contractor shall restore such damaged work without cost to the PHA and to seek redress for its damage only from those who directly caused it.
- (i) The PHA shall make the final payment due the Contractor under this contract after (1) completion and final acceptance of all work; and (2) presentation of release of all claims against the PHA arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. Each such exception shall embrace no more than one claim, the basis and scope of which shall be clearly defined. The amounts for such excepted claims shall not be included in the request for final payment. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned.
- (j) Prior to making any payment, the Contracting Officer may require the Contractor to furnish receipts or other evidence of payment from all persons performing work and supplying material to the Contractor, if the Contracting Officer determines such evidence is necessary to substantiate claimed costs.
- (k) The PHA shall not; (1) determine or adjust any claims for payment or disputes arising there under between the Contractor and its subcontractors or material suppliers; or, (2) withhold any moneys for the protection of the subcontractors or material suppliers. The failure or refusal of the PHA to withhold moneys from the Contractor shall in nowise impair the obligations of any surety or sureties under any bonds furnished under this contract.

28. Contract Modifications

- (a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.
- (b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or

responsibilities of the parties (e.g., change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

- (c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

29. Changes

- (a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:
 - (1) In the specifications (including drawings and designs);
 - (2) In the method or manner of performance of the work;
 - (3) PHA-furnished facilities, equipment, materials, services, or site; or,
 - (4) Directing the acceleration in the performance of the work.
- (b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.
- (c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.
- (d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for a adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.
- (e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.
- (f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

-
- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs when size of change warrants revision.
- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change. The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.
- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

30. Suspension of Work

- (a) The Contracting Officer may order the Contractor in writing to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the PHA.
- (b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified (or within a reasonable time if not specified) in this contract an adjustment shall be made for any increase in the cost of performance of the contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have

been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor or for which any equitable adjustment is provided for or excluded under any other provision of this contract.

- (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and, (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

31. Disputes

- (a) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the contract, unlike a claim relating to the contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (b) Except for disputes arising under the clauses entitled Labor Standards - Davis Bacon and Related Acts, herein, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (c) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (d) The Contracting Officer shall, within 60 (unless otherwise indicated) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (e) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within (30 unless otherwise indicated) days after receipt of the Contracting Officer's decision.
- (f) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

32. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to

proceed with the work (or separable part of the work) that has been delayed. In this event, the PHA may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the Contractor charged with damages under this clause if—
- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (i) acts of God, or of the public enemy, (ii) acts of the PHA or other governmental entity in either its sovereign or contractual capacity, (iii) acts of another contractor in the performance of a contract with the PHA, (iv) fires, (v) floods, (vi) epidemics, (vii) quarantine restrictions, (viii) strikes, (ix) freight embargoes, (x) unusually severe weather, or (xi) delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and
 - (2) The Contractor, within days (10 days unless otherwise indicated) from the beginning of such delay (unless extended by the Contracting Officer) notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the Disputes clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been for convenience of the PHA.

33. Liquidated Damages

- (a) If the Contractor fails to complete the work within the time specified in the contract, or any extension, as specified in the clause entitled Default of this contract, the Contractor shall pay to the PHA as liquidated damages, the sum of \$ 200.00 [Contracting Officer insert amount] for each day of delay. If different completion dates are specified in the contract for separate parts or stages of the work, the amount of liquidated damages shall be assessed on those parts or stages which are delayed. To the extent that the Contractor's delay or nonperformance is excused under another clause in this contract, liquidated damages shall not be due the PHA. The Contractor remains liable for damages caused other than by delay.
- (b) If the PHA terminates the Contractor's right to proceed, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final

completion of the work together with any increased costs occasioned the PHA in completing the work.

- (c) If the PHA does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the work is completed or accepted.

34. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

35. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the PHA under the contract may be assigned to a bank, trust company, or other financial institution. Such assignments of claims shall only be made with the written concurrence of the Contracting Officer. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership as approved by the Contracting Officer.

36. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:
- (1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.
 - (2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ 500,000 [Contracting Officer insert amount]

per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a made policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

- (3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ 500,000 [Contracting Officer insert amount] per occurrence.
- (b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.
- (c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

37. Subcontracts

- (a) Definitions. As used in this contract -

(1) "Subcontract" means any contract, purchase order, or other purchase agreement, including modifications and change orders to the foregoing, entered into by a subcontractor to furnish supplies, materials, equipment, and services for the performance of the prime contract or a subcontract.

- (2) "Subcontractor" means any supplier, vendor, or firm that furnishes supplies, materials, equipment, or services to or for the Contractor or another subcontractor.
- (b) The Contractor shall not enter into any subcontract with any subcontractor who has been temporarily denied participation in a HUD program or who has been suspended or debarred from participating in contracting programs by any agency of the United States Government or of the state in which the work under this contract is to be performed.
- (c) The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.
- (d) The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the work of subcontractors.
- (e) Nothing contained in this contract shall create any contractual relationship between any subcontractor and the PHA or between the subcontractor and HUD.

38. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Contractor shall take the following steps to ensure that, whenever possible, subcontracts are awarded to small business firms, minority firms, women's business enterprises, and labor surplus area firms:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
- (d) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises; and
- (e) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

39. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or handicap. Such action shall include, but not be limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.

-
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or handicap.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (j) Compliance with the requirements of this clause shall be to the maximum extent consistent with, but not in derogation of, compliance with section 7(b) of the Indian Self-Determination and Education Assistance Act and the Indian Preference clause of this contract.
- 40. Employment, Training, and Contracting Opportunities for Low-Income Persons, Section 3 of the Housing and Urban Development Act of 1968.**

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- (g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

41. Interest of Members of Congress

No member or delegate to the Congress of the United States of America shall be admitted to any share or part of this contract or to any benefit that may arise therefrom.

42. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the PHA, no member of the governing body of the locality in which the project is situated, no member of the governing body of the locality in which the PHA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

43. Limitations on Payments made to Influence Certain Federal Financial Transactions

- (a) The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) The Contractor further agrees to comply with the requirement of the Act to furnish a disclosure (OMB Standard Form LLL, Disclosure of Lobbying Activities) if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

44. Royalties and Patents

The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the PHA harmless from loss on account thereof; except that the PHA shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified and the Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, the Contractor has reason to believe that any design, process or product specified is an infringement of a patent, the Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for resultant loss.

45. Examination and Retention of Contractor's Records

- (a) The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the Disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the PHA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

46. Labor Standards - Davis-Bacon and Related Acts

If the total amount of this contract exceeds \$2,000, the Federal labor standards set forth in the clause below shall apply to the development or construction work to be performed under the contract.

- (a) Minimum Wages.
 - (1) All laborers and mechanics employed under this contract in the development or construction of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall

be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met: (A) The work to be performed by the classification requested is not performed by a classification in the wage determination; and (B) The classification is utilized in the area by the construction industry; and (C) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the

amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

- (b) Withholding of funds. HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
- (c) Payrolls and basic records.
- (1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

-
- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c) (1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to

make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

- (d) (1) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship and Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under

- the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (3) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
- (e) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.
- (f) Contract termination; debarment. A breach of this contract clause may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.
- (g) Compliance with Davis-Bacon and related Act requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (h) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.
- (i) Certification of eligibility.
- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.
- (j) Contract Work Hours and Safety Standards Act. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.
- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics, including watchmen and guards, shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the provisions set forth in subparagraph (j)(1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic (including watchmen and guards) employed in violation of the provisions set forth in subparagraph (j)(1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in subparagraph (j)(1) of this clause.
- (3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in subparagraph (j)(2) of this clause.
- (k) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

47. Non-Federal Prevailing Wage Rates

- (a) Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State or tribal law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:
 - (1) The applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (b) An applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (c) An applicable trainee wage rate based thereon specified in a DOL-certified trainee program.

48. Procurement of Recovered Materials.

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.



AIA[®] Document A101[™] – 2007

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 6th day of December
in the year Two Thousand Eleven
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Clovis Housing and Redevelopment Agency, Inc.
PO Box 1240
Clovis, NM 88102

and the Contractor:
(Name, legal status, address and other information)

McAlister Construction
1687 CR K
Clovis, NM 88101

for the following Project:
(Name, location and detailed description)

Replace Cabinets (13 Units)
Site 2-1, Clovis, NM

The Architect:
(Name, legal status, address and other information)

Lowry Consultants, Inc.
PO Box 31
Sandia Park, NM 87047

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

Init.

AIA Document A101[™] – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA[®] Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA[®] Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was created on 11/30/2010 10:09:58 under the terms of AIA Documents-on-Demand[™] order no. 2008192025, and is not for resale. This document is licensed by the American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

1

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS
10	INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

The date of commencement shall be the date stipulated in the "Notice to Proceed".

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

§ 3.2 The Contract Time shall be measured from the date of commencement.

Init.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was created on 05/27/2010 06:22:09 under the terms of AIA Documents-on-Demand™ order no. 2005178723, and is not for resale. This document is licensed by the American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

2

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than
 Calendar (0) days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of the Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

LIQUIDATED DAMAGES: The Owner may suffer financial loss if the project is not substantially complete on the established date. The Contractor shall be liable for and shall pay to the Owner, not as penalty, the sum herein stipulated as fixed agreed upon liquidated damages in the amount of \$200.00 per calendar day.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be

Dollars

(\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

Base Bid = \$
 Additive Alternate No. 1 = \$
 Total Contract Amount = \$

§ 4.3 Unit prices, if any:

(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
Replace Concrete Sidewalk	Square Foot	\$ 6.75

Init.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was created on 05/27/2010 06:22:09 under the terms of AIA Documents-on-Demand™ order no. 2005178723 , and is not for resale. This document is licensed by the American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

3

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

Item	Price (\$0.00)
N/A	

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the 10th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Twenty Calendar (20) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- 1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent (5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- 2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent (5 %);
- 3 Subtract the aggregate of previous payments made by the Owner; and
- 4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

Init.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

- ☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2007
- ☐ Litigation in a court of competent jurisdiction
- ☒ Other: *(Specify)*

According to HUD General Conditions, Form HUD-5370-EZ.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

§ 8.3 The Owner's representative:
(Name, address and other information)

Executive Director
City Housing Authority
2000 Main Street
City, NM 88101
(505) 333-3333

§ 8.4 The Contractor's representative:
(Name, address and other information)

President
Construction, Inc.
3000 Some Street
City, NM 88101
(505) 444-4444

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

Init.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was created on 05/27/2010 06:22:09 under the terms of AIA Documents-on-Demand™ order no. 2005178723, and is not for resale. This document is licensed by the American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

§ 8.6 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Form HUD-5370	General Conditions	10/2006	19
Form HUD-5370-EZ	General Conditions	10/2006	7

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

See Exhibit:
Project Manual

Section	Title	Date	Pages
---------	-------	------	-------

Init.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was created on 05/27/2010 06:22:09 under the terms of AIA Documents-on-Demand™ order no. 2005178723 , and is not for resale. This document is licensed by the American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

7

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

See Exhibit:

Project Manual

Number

Title

Date

§ 9.1.6 The Addenda, if any:

Number

Date

Pages

One (1)

12/01/11

3

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

NOTE:

ALL REFERENCES TO AIA DOCUMENT A201-2007, GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, SHALL BE REPLACED BY HUD GENERAL CONDITIONS FORM HUD-5370.

Init.

AIA Document A101™ - 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was created on 05/27/2010 06:22:09 under the terms of AIA Documents-on-Demand™ order no. 2005178723, and is not for resale. This document is licensed by the American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

8

ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)

Type of Insurance or Bond

See Project Manual for Insurance and Bond Requirements.

Limit of Liability or Bond Amount (\$0.00)

100% of the contract amount.

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

CONTRACTOR (Signature)

Executive Director
(Printed name and title)

President
(Printed name and title)

Init.

AIA Document A101™ – 2007. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997 and 2007 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was created on 05/27/2010 06:22:09 under the terms of AIA Documents-on-Demand™ order no. 2005178723 and is not for resale. This document is licensed by the American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

9

Sample

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

Performance Bond

NOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title of Contractor)

Principal, hereinafter called Contractor, and,

(Here insert full name and address or legal title of Surety)

Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

Obligee, hereinafter called Owner, in the amount of

Dollars (\$ _____),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated _____
(Here insert full name, address and description of project)

19____, entered into a contract with Owner for

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

Sample

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and,

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of

(Here insert a sum equal to at least one-half of the contract price)

Dollars (\$),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated

19 , entered into a contract with Owner for

(Here insert full name, address and description of project)

in accordance with Drawings and Specifications prepared by

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

TECHNICAL PROVISIONS

INDEX TO TECHNICAL PROVISIONS

<u>DIVISION NO.</u>	<u>SECTION NO.</u>	<u>TITLE</u>
1		GENERAL REQUIREMENTS
	01000	Scope of Work
	01010	General Requirements
	01040	Coordination and Meetings
	01300	Submittals
	01600	Materials and Equipment
	01630	Product Options and Substitutions
	01700	Contract Close-out
	01710	Cleaning
	01750	Asbestos Free Certification
8		DOORS AND WINDOWS
	08560	Vinyl Replacement Windows

SECTION 01000 - SCOPE OF WORK

SCOPE OF WORK

The project includes all materials, labor, equipment, procedures, methods, and processes to **Replace Windows Project**. All work shall comply with the *latest edition* of local, state and federal codes including but not limited to the NMRBC, NMEC, NMMC, NMPC, NMECC, OSHA, and Life Safety Code. Refer to Specifications for descriptions of materials. The work is further described as follows:

BASE BID

- All 137 Units - Remove existing windows, provide and install new windows, complete with all materials necessary for a working installation.

DEDUCTIVE ALTERNATE NO. 1

- Deduct from Base Bid the price of window replacements at Sagebrush Site (35 Units).

DEDUCTIVE ALTERNATE NO. 2

- Deduct from Base Bid the price of window replacements at Delgado / Hot Springs Site (7 Units).

PRE-BID SUBSTITUTION REQUIREMENT

1. Vinyl Replacement Window Product Substitution. Other window manufacturers requesting approval to bid their product as an equivalent must submit a substitution request seven days prior to close of bidding: See Section 01630 Product Options and Substitutions and Section 8560 – Vinyl Replacement Window.

PRE-INSTALLATION - ELEVEN (11) MOCK-UP DWELLING UNITS

1. There are eleven (11) different unit configurations each are listed in this Scope of Work.
2. The contractor shall measure, order and install windows in one representative mock-up unit for each configuration. Mock-up installation shall remain as a permanent installation.
3. The purpose of the mock-up unit is to verify number of windows, window sizes and compliance with egress requirements.
4. Upon inspection and approval of the mock-up installations, the contractor shall measure remaining windows for ordering purposes.
5. Upon delivery of windows, a Notice to Proceed will be issued and contractor shall install remaining windows.

WINDOW INSTALLATION

1. Contractor is restricted to working at one site at a time.
2. Contractor is restricted to working on no more than six (6) dwelling units at one time.
3. Buildings are constructed out of wood frame with brick and stucco exterior finishes.
4. Provide and install new vinyl window attach to existing window opening
5. Insulate with batt insulation between new window frame and existing framed opening.
6. Trim, paint around window opening and caulk joints for a neat finish on interior.
7. Caulk all exterior cracks and joints with NP-1 Sonneborn caulk for a water tight seal for a neat finish.

SECTION 01000 - SCOPE OF WORK

BEDROOM WINDOW EGRESS MODIFICATION

1. Cover and protect furniture in bedroom, seal bedroom door with a plastic sheeting.
2. Close all windows and doors in unit.
3. Use fan to exhaust dust outside.
4. Saw cut sheetrock and stucco below existing window.
5. Remove existing window and sill.
6. Cut 2"x4" studs to lengthen window opening as required to install specified window. See window schedule for list of bedroom windows requiring egress modification.
7. Install new 1"clear dimensional wood window sill and 2" trim under sill with 22.5 degree angled end cuts. Prime and paint sill and trim with two coats of paint.
8. Complete window installation as described above.

ADDITIONAL NOTES

1. Contractor shall obtain all necessary permits for the project.
2. Contractor shall field verify all dimensions and quantities necessary for a complete installation.
3. Repair damaged stucco, brick and/or sheet rock and touch up with proper color.
4. Upon completion of all work, test function of windows for proper operation. Should any fail to pass test, correct the problem and provide an additional test. The Contracting Officer shall approve all installations.
5. Immediately clean up all trash and debris. Keep work areas clean. Clean up all debris and scrap materials. Dispose of debris in an approved landfill or on-site waste container. Contractor to pay all landfill fees.
6. Lock and secure dwelling unit.
7. Near completion of the project, provide a 1 hour training to maintenance personnel on window replacement and maintenance.

GUARANTEE - WARRANTY

1. The following guarantee is a part of the Specifications and shall be binding on the Contractor:
"The Contractor guarantees that this installation is free from mechanical defects. He agrees to replace or repair to the satisfaction of the Engineer any part of the installation which may fail within the warranty period, provided that such a failure is due to defects in the materials or workmanship or failure to follow specifications for the project."

Las Vegas Housing Authority
Replace Windows - Unit Count

12/8/2014

11 Units Not in Contract = nic			Calle Bonita Site			Calle Contenta Site			Sagebrush Site			Louden Site		
211 Delgado	1	nic	2323 C/B #08	1		2322 C/C #01	2		2408 Sagebrush	0		2802 Louden #01	2	
209 Delgado	1		2323 C/B #07	1		2322 C/C #02	2		2410 Sagebrush	0		2802 Louden #02	2	
207 Delgado	1		2323 C/B #06	1		2322 C/C #03	2		2416 Sagebrush	0	nic	2802 Louden #03	2	
205 Delgado	1		2323 C/B #05	1		2322 C/C #04	2		2420 Sagebrush	0		2802 Louden #04	2	
			2323 C/B #04	1		2322 C/C #05	3		2424 Sagebrush	0	nic	2802 Louden #05	2	
2120 Hot Springs	1		2323 C/B #03	1		2322 C/C #06	3		2426 Sagebrush	0		2802 Louden #06	2	nic
2122 Hot Springs	1		2323 C/B #02	1		2322 C/C #07	3		2428 Sagebrush	0		2802 Louden #07	2	
2126 Hot Springs	1		2323 C/B #01	1		2322 C/C #08	3		2430 Sagebrush	0		2802 Louden #08	2	
2128 Hot Springs	1		2323 C/B #26	1		2322 C/C #09	2		2436 Sagebrush	0		2811 Louden	2	
		7	2323 C/B #25	1		2322 C/C #10	2		2438 Sagebrush	0	nic	2813 Louden	2	
			2323 C/B #24	1		2322 C/C #11	2		2421 Sagebrush	0		2815 Louden	2	
			2323 C/B #23	1		2322 C/C #12	2		2423 Sagebrush	0		2816 Louden #05	2	
			2323 C/B #22	1		2324 C/C #01	2		2417 Sagebrush	0	nic	2816 Louden #06	2	
			2323 C/B #21	1		2324 C/C #02	2		2419 Sagebrush	0		2816 Louden #07	2	
			2323 C/B #20	1		2324 C/C #03	3		2413 Sagebrush	0		2816 Louden #08	2	
			2323 C/B #19	1		2324 C/C #04	3		2415 Sagebrush	0		2817 Louden	2	
			2323 C/B #18	1		2324 C/C #05	2		2409 Sagebrush	0		2825 Louden	2	
			2323 C/B #17	1		2324 C/C #06	2		2411 Sagebrush	0		2827 Louden	2	
			2323 C/B #16	1		2324 C/C #07	3		2405 Sagebrush	0		2829 Louden	2	
			2323 C/B #15	1		2324 C/C #08	3		2407 Sagebrush	0		2831 Louden	2	
			2323 C/B #14	1		2324 C/C #09	2		2404 Sagebrush	1		2802 Louden #09	3	
			2323 C/B #13	1		2324 C/C #10	2		2406 Sagebrush	1		2802 Louden #10	3	
			2323 C/B #12	1		2325 C/C #01	2		2412 Sagebrush	1	nic	2816 Louden #01	3	
			2323 C/B #11	1		2325 C/C #02	2		2414 Sagebrush	1		2816 Louden #02	3	
			2323 C/B #10	1		2325 C/C #03	3		2418 Sagebrush	1		2816 Louden #03	3	
			2323 C/B #09	1		2325 C/C #04	3		2422 Sagebrush	1		2816 Louden #04	3	
					26	2325 C/C #05	2		2432 Sagebrush	1		2816 Louden #09	3	
						2325 C/C #06	2		2434 Sagebrush	1		2816 Louden #10	3	
						2325 C/C #07	2		2439 Sagebrush	1		2816 Louden #11	3	
						2325 C/C #08	2		2437 Sagebrush	1		2816 Louden #12	3	nic
								30	2433 Sagebrush	1		2821 Louden	3	
									2435 Sagebrush	1		2823 Louden	3	
									2429 Sagebrush	1		2803 Louden	4	
									2431 Sagebrush	1		2804 Louden	4	
									2425 Sagebrush	1		2805 Louden	4	
									2427 Sagebrush	1		2806 Louden	4	nic
									2401 Sagebrush	1		2807 Louden	4	
									2403 Sagebrush	1		2808 Louden	4	
									2440 Sagebrush	2		2810 Louden	4	
									2442 Sagebrush	2		2812 Louden	4	
											35	2814 Louden	4	nic
												2801 Louden	5	
												2809 Louden	5	
												2819 Louden	5	nic
														39
1 Bedroom		7	1 Bedroom		26	2 Bedroom		20	0 Bedroom		16	2 Bedroom		19
						3 Bedroom		10	1 Bedroom		17	3 Bedroom		11
									2 Bedroom		2	4 Bedroom		7
												5 Bedroom		2
Total Units Per Site		7			26			30			35			39
Total No. of Units														137

Las Vegas Housing Authority Replace Windows -
Window Count and Sizes

12/30/2014

						At Site	At Site	Per Unit	At Site
						Total	Units	Windows	Modify
Delgado/Hot Springs Site - 7 Units						35	7	5	7
1 Bd - 7 Units	Old Size	Shape	New Size	Glass	Notes				

Kitchen	35" x 35"	HS	same		
Dining Rm	48" x 36"	HS	same		
Living Rm	84" x 48"	XOX	same		
Bath Rm	36" x 36"	HS	same	Obsure	
Bed Rm *	60" x 36"	HS	60" x 42"		Modify window for egress.

Calle Bonita Site - 26 Units						Total	Units	Windows	Modify
1 Bd - 26 Units	Old Size	Shape	New Size	Glass	Notes	78	26	3	0
Living Rm	35" x 59"	SH	same						
Living Rm	35" x 59"	SH	same						
Bed Rm *	31" x 71"	SH	same	Tempered					

Calle Contenta Site - 30 Units						Total	Units	Windows	Modify
2 Bd - 20 Units	Old Size	Shape	New Size	Glass	Notes	80	20	4	0
Living Rm	35" x 59"	SH	same						
Living Rm	35" x 59"	SH	same						
Bed Rm *	31" x 71"	SH	same	Tempered					
Bed Rm *	31" x 71"	SH	same	Tempered					

3 Bd - 10 Units	Old Size	Shape	New Size	Glass	Notes	50	10	5	0
Living Rm	35" x 59"	SH	same						
Living Rm	35" x 59"	SH	same						
Bed Rm *	31" x 71"	SH	same	Tempered					
Bed Rm *	31" x 71"	SH	same	Tempered					
Bed Rm *	31" x 71"	SH	same	Tempered					

Sagebrush Site - 35 Units						Total	Units	Windows	Modify
0 Bd - 16 Units	Old Size	Shape	New Size	Glass	Notes	64	16	4	16
Kitchen	35" x 35"	HS	same						
Dining Rm	35" x 51"	SH	same						
Living Rm	23" x 51"	Fixed	same	Tempered					
Bed Rm *	35" x 51"	SH	36" x 60"		Modify window for egress.				

1 Bd - 17 Units	Old Size	Shape	New Size	Glass	Notes	68	17	4	17
Kitchen	35" x 35"	HS	same						
Living Rm	71" x 51"	HS	same						
Bed Rm	23" x 35"	SH	same						
Bed Rm *	43" x 35"	SH	42" x 60"		Modify window for egress.				

2 Bd - 2 Units	Old Size	Shape	New Size	Glass	Notes	10	2	5	4
Kitchen	35" x 35"	HS	same						
Dining Rm	22" x 46"	Fixed	same						
Living Rm	24" x 46"	SH	same						
Bed Rm *	71" x 35"	HS	72" x 42"		Modify window for egress.				
Bed Rm *	71" x 35"	HS	72" x 42"		Modify window for egress.				

Las Vegas Housing Authority Replace Windows -
Window Count and Sizes

12/30/2014

						At Site	At Site	Per Unit	At Site
						Total	Units	Windows	Modify
Louden Site - 39 Units						76	19	4	0
2 Bd - 19 Units	Old Size	Shape	New Size	Glass	Notes				
Living Rm	34" x 59"	SH	same						
Living Rm	34" x 59"	SH	same						
Bed Rm *	31" x 71"	SH	same	Tempered					
Bed Rm *	31" x 71"	SH	same	Tempered					
3 Bd - 11 Units	Old Size	Shape	New Size	Glass	Notes	66	11	6	0
Living Rm	34" x 59"	SH	same						
Living Rm	34" x 59"	SH	same						
Dining Rm	31" x 59"	Fixed	same						
Bed Rm *	31" x 71"	SH	same	Tempered					
Bed Rm *	31" x 71"	SH	same	Tempered					
Bed Rm *	31" x 71"	SH	same	Tempered					
4 Bd - 7 Units	Old Size	Shape	New Size	Glass	Notes	49	7	7	0
Front Door	23" x 59"	Fixed	same	Tempered					
Living Rm	34" x 59"	SH	same						
Living Rm	34" x 59"	SH	same						
Bed Rm *	34" x 69"	SH	same	Tempered					
Bed Rm *	34" x 69"	SH	same	Tempered					
Bed Rm *	34" x 69"	SH	same	Tempered					
Bed Rm *	34" x 69"	SH	same	Tempered					
5 Bd - 2 Units	Old Size	Shape	New Size	Glass	Notes	18	2	9	0
Front Door	23" x 59"	Fixed	same	Tempered					
Living Rm	34" x 59"	SH	same						
Living Rm	34" x 59"	SH	same						
Living Rm	34" x 69"	SH	same	Tempered					
Bed Rm *	34" x 69"	SH	same	Tempered					
Bed Rm *	34" x 69"	SH	same	Tempered					
Bed Rm *	34" x 69"	SH	same	Tempered					
Bed Rm *	34" x 69"	SH	same	Tempered					
Bed Rm *	34" x 69"	SH	same	Tempered					
Totals						594	137		44
						Total No. of Windows	Total No. of Units		Total Modified Windows

Notes:

- * Indicates Bedroom Window With Egress Requirements. Contractor shall field verify and ensure bedroom window installations meet code requirements.
- Contractor shall field verify quantity and sizes of all windows.
- Contractor shall field verify if electrical outlets require relocation on modified windows.

SECTION 01010 - GENERAL REQUIREMENTS

1.0 GENERAL

1.1 Summary of the Work: The work for this project shall be as outlined in, but not limited to, the following:

1.1.1 Replace Windows complete with all materials necessary for a working installation.

1.2 Location: The project is located at Sites NM 7-1, 7-6, and 7-7 Las Vegas, New Mexico.

1.2.1 Site Description: The sites are located within the Las Vegas Housing Authority property.

1.3 The Work: The work is to be accomplished in such a workmanlike manner and with such facilities as will render the project complete in the time allocated using all necessary equipment, labor, skills, safety measures, precautions, and proper supervision and construction disciplines to provide quality materials, equipment, finishes to include all items, necessary and implied in the contract documents toward satisfactory acceptance of the intended results.

1.5 Standards:

1.5.1 Work shall be performed in accordance with specifications contained herein.

1.5.2 Materials and products of manufactures shall be installed in accordance with their current recommendations.

1.5.3 Corrective work, if required due to damage or substandard work caused by the Contractor's forces shall be executed with best trade practices at no additional costs to the Owner.

1.6 Rules Governing Work: Perform all work in accordance with applicable provisions of current local, state, and national codes, rules, and laws having jurisdiction, including, but not limited to the following:

- New Mexico Residential Building Code
- NM Electrical Code
- NM Mechanical Code
- NM Plumbing Code
- NM Energy Conservation Code
- New Mexico Life Safety Code (NFPA)
- New Mexico Environmental Improvement Regulations
- Occupational Safety and Health Act (OSHA)

2.0 SITE INVESTIGATION

The Contractor shall investigate and satisfy himself as to the conditions affecting the work, including but not restricted to, those bearing upon underground utilities, transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, and uncertainties of weather, the character of equipment and facilities needed preliminary to and during prosecution of the work. Any failure by the contractor to acquaint himself with the available information will not relieve him from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The Owner assumes no responsibility for any conclusions or interpretations made by the contractor on the basis of information made available by the Engineer.

SECTION 01010 - GENERAL REQUIREMENTS

3.0 AWARD OF THE CONTRACT

Pursuant to the bidding requirements and the Owners' rights to accept or reject any or all bids, as may be most advantageous to the Owner.

4.0 PERMITS, FEES AND TAXES

4.1 The Contractor shall secure and pay for all building permits and all fees required for performance of his portion of the Work.

4.2 Gross Receipts Taxes: In accordance with the New Mexico Procurement Code (NMSA 1987, 13-1-108), the Gross Receipts Tax is excluded from the Contract Sum but shall be included on each filing for a request for payment and is to be paid to the Contractor by the Owner in the percentile applicable at the time of billing.

5.0 PAYMENTS FOR TEST

Cost of all testing or for all material for testing required or specified for the project shall be paid for by the Contractor and/or Subcontractor whose work the tests pertain to.

6.0 SCHEDULE OF VALUES

Before the first partial payment under the contract becomes due, the Contractor and the Engineer shall prepare jointly a schedule of the estimated values of the main branches of the work, totaling the amount of the contract. The value in the schedule will be used only for determining partial payment.

7.0 WEEKLY PAYROLLS

Original Certified weekly payrolls of all Contractors and Subcontractors specific to this project shall be submitted to the Las Vegas Housing Authority, 2400 Sagebrush, Las Vegas, NM 87701, not more than five (5) working days following the close of the payroll period. *Fax weekly, copies of certified weekly payrolls to Engineer at (505) 435-9920.*

8.0 SAFETY AND PROTECTION

The Contractor shall, at all times, safely guard the Owner's property and adjacent property and protect his Personnel, Owner's Staff and Residents from injury or loss in connection with this Contract. All guard fences and other facilities required must be provided and maintained, and must meet the requirements of the regulatory agencies.

8.1 Use standard approved signs and barricades for traffic direction in accordance with the latest Manual of Uniform Traffic Control Devices.

8.2 Undesirable products:

8.2.1 Explosives: No explosives shall be used or brought to the site.

8.2.2 Toxic Products: Materials containing asbestos, lead based paint, or urea formaldehyde shall not be on the site or incorporated into the construction.

9.0 OCCUPANCY

9.1 The units will be occupied throughout the life of this Contract. All work shall be performed in such a manner and with such temporary facilities so as to cause the least possible interference with the living conditions of the residents.

SECTION 01010 - GENERAL REQUIREMENTS

- 9.2 Contractor's vehicles shall be confined to areas designated by the Contracting Officer and shall move cautiously into and around the site.
- 9.3 Contractor's personnel shall refrain from any association with the public and shall avoid any yelling, loud and abusive language or loud music.
- 10.0 TEMPORARY UTILITIES
The Owner will furnish water and 110V electricity for construction. The Contractor shall ascertain the availability, make temporary connections and remove it upon completion. He shall be prudent in the use of all the utilities and avoid waste or damage to it or interference with the service to other areas of the premises. The Contractor shall furnish temporary appliances and all safety precautions in their use shall be met.
- 10.1 Telephone: A mobile telephone shall be provided and paid for by the Contractor in the area, immediately upon commencement of the work, and maintained during the life of the Contract.
- 10.2 Temporary Toilets: Temporary chemical toilets shall be furnished by the Contractor and placed in an area approved by the Contracting Officer. Toilet shall be regularly cleaned and serviced during the entire construction project. Toilet facilities installed in the residential units or office are not to be used by construction personnel.
- 10.3 Water: Water for construction will be made available by the Owner, at no cost to the Contractor, from existing systems in operation at the site. The Contractor shall provide means for connection and equipment to avail him of the required water utilizing such temporary means as may be required.
- 11.0 STORAGE OF MATERIALS
Storage of materials for the performance of the work shall be confined to areas of construction or a storage facility designated to be acceptable. The Owner has room available at various sites for a 40 foot container.
- 11.1 Materials designated to be disposed shall not be stored except to accumulate for daily hauling to an environmentally suitable disposal site.
- 11.2 The Contractor shall ascertain the location, requirements, and fees of the legal disposal areas and shall be responsible for conforming to the rules and payment for their rules.
- 12.0 OPERATIONS
Operations of the Contractor shall be confined to areas approved by the Contracting Officer. Contractor shall hold and save the Owner harmless from liabilities arising from the use, trespass, and damages occasioned by his operations.
- 12.1 Damages: Contractor shall be responsible for the damages to and resulting from the project until such a time the project is accepted by the Engineer and Contracting Officer.
- 12.2 Security: Contractor shall ensure that units and contractors' personal property are secured at all times during construction.

SECTION 01010 - GENERAL REQUIREMENTS

- 12.3 Restriction of Work: Contractor operations shall be restricted to working on only areas that can be protected and safely secured during non-working hours. The Contractor shall not work on more than six (6) units at one time.
- 13.0 OBSERVATION
The Contractor shall notify the Engineer and Contracting Officer of any condition requiring investigation or observation prior to continued operation, at least 24 hours prior to such operation.
- 13.1 Engineer and/or Contracting Officer shall inspect each installation for proper materials, operation, and quality of installation. Deficient work will be reported in writing to the contractor, corrected, and re-inspected by Engineer and/or Contracting Officer prior to final payment.
- 14.0 PROTECTION OF WORK
Work completed or materials on site shall be protected from damage by weather or adjacent trades. Failure to cover or protect work shall constitute neglect and result in replacement at the Contractor's expense.
- 15.0 SUBMITTALS
- 15.1 Shop Drawings: Shop Drawings and Descriptive Literature shall be submitted in the following quantities: A minimum of four copies of proposed product submittals to Engineer for review and approval prior to ordering materials.
- 16.0 MAINTENANCE INSTRUCTIONS
Before final payment is issued, the Contractor will deliver to the Contracting Officer two completed Maintenance Instructions that will contain the following:
- 16.1 All Suppliers and Subcontractors, names, addresses, and phone numbers with a list of work or equipment each furnished, including trade names of finishes.
- 17.0 WARRANTIES AND GUARANTEES
Warranties and guarantees provided in accordance with the General Conditions and Scope of Work shall be in force at substantial completion. The Contractor shall complete warrantee sheets and all other data required by the Manufacture for warrantee recording. Failure by the Contractor to provide the cards to the manufacture will not nullify the warrantee or guarantees. Guarantees on the materials shall be turned over to the Contracting Officer along with the maintenance instructions.
- 18.0 CLEAN-UP
The Contractor shall daily clean up all areas affected by construction, re-touch paint finishes, remove stains, spots, marks, dirt and trash. The Contractor shall also comply with all special cleaning instructions contained in the Specifications or in the manufacturer's data. Contractor shall dispose of all waste materials in an environmentally suitable waste disposal site and pay for all associated landfill fees.

SECTION 01040 - COORDINATION AND MEETINGS

PART 1 - GENERAL

1.1 WORK INCLUDED:

- A. Coordination.
- B. Field engineering.
- C. Alteration project procedures.
- D. Preconstruction conference.
- E. Progress meetings.
- F. Pre-installation conferences.

1.2 RELATED WORK SPECIFIED ELSEWHERE:

- A. Section 01010 – General Requirements.
- B. Section 01700 – Contract Close-out.

1.3 COORDINATION:

- A. Coordinate scheduling, submittals, and work of the various sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Coordinate completion and clean up of Work of separate Sections in preparation for Substantial Completion.

1.4 ALTERATION PROJECT PROCEDURES:

- A. Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.
- C. Remove, cut, and patch work in a manner to minimize damage and to provide a means of restoring products and finishes to original condition unless otherwise specified.
- D. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.

1.5 PRECONSTRUCTION CONFERENCE:

- A. Engineer will schedule a conference within 30 days after receiving Notice of Award from the Owner.
- B. Attendance Required:
 - 1. Engineer's Project Manager.
 - 2. Contractor's Project Superintendent and Project Coordinator.
 - 3. Major Subcontractors' Representatives including those for the following work:
 - a. Mechanical sub-contractor.
 - b. Electrical sub-contractor.

SECTION 01040 - COORDINATION AND MEETINGS

- c. Plumbing sub-contractor.
 - 4. Other Subcontractor's involved in parts of the work considered by the Contractor to be critical to the timely and successful completion of the Contract.
 - C. Agenda:
 - 1. Designation of personnel representing the parties in Contract and the Engineer.
 - 2. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders and Contract closeout procedures.
 - 3. Scheduling.
 - 4. Wage Rates and Certified Payroll Requirements.
 - 5. Job site and project safety.
 - 6. Adequacy of distribution of Construction Documents.
 - 7. Procedure for maintaining Record Documents.
 - 8. Use of Premises:
 - a. Access to site
 - b. Office and storage areas.
 - c. Owner's requirements.
 - 9. Storage of materials off site.
 - 10. Security procedures affecting Owner's property.
 - 11. Receipt of Notice to Proceed.
 - 12. Additional subjects as requested by the Owner, the Engineer, or the Contractor.
 - D. Chairman: The meeting will be presided over by the Engineer's Project Manager.
- 1.6 PROGRESS MEETINGS:
- A. Schedule and administer meetings throughout progress of the work at maximum monthly intervals. Meetings to be held at the project site.
 - B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies within three days to Engineer, Owner, participants, and those affected by decisions made.
 - C. Attendance Required: Job superintendent, major Subcontractors and suppliers, Owner, Engineer, as appropriate to agenda topics for each meeting.
 - D. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems which impede planned progress.
 - 5. Review of submittals schedule and status of submittals.
 - 6. Review of off-site fabrication and delivery schedules.

SECTION 01040 - COORDINATION AND MEETINGS

7. Maintenance of progress schedule.
8. Corrective measures to regain projected schedules.
9. Planned progress during succeeding work period.
10. Coordination of projected progress.
11. Effect of proposed changes on progress schedule and coordination,
12. Other business relating to Work.

1.7 PREINSTALLATION CONFERENCE:

- A. Convene pre-installation conference, when required, on individual specification sections prior to commencing Work of this section.

PART 2 - PRODUCTS

- 2.1 Not Used.

PART 3 - EXECUTION

- 3.1 Not Used.

END OF SECTION

SECTION 01300 - SUBMITTALS

PART 1 - GENERAL

1.1 SECTION INCLUDES:

- A. List of Submittals.
- B. Submittal procedures.
- C. Construction progress schedules.
- D. Shop Drawings.
- E. Product data.
- F. Samples.
- G. Manufacturers' instructions.
- H. Manufacturers' certificates.

1.2 RELATED SECTIONS:

- A. Section 01630 – Product Options and Substitutions
- B. Section 01700- Contract Closeout.

1.3 LIST OF SUBMITTALS:

- A. Vinyl Replacement Windows (Pre-bid submittals are required for windows substituted as an equivalent.)

1.4 SUBMITTAL PROCEDURES:

- A. Pre-bid product substitutions must be submitted ten (10) days prior to bid opening.
- B. Transmit the number of submittal sets which the Contractor requires, plus four (4) copies which will be retained by Engineer, with accepted form. Contractor to provide transmittal form.
- C. Sequentially number the transmittal forms. Re-submittals to have original number with an alphabetical suffix.
- D. Identify Project, Contractor, Subcontractor or supplier; pertinent Drawing sheet and detail number(s), and specification Section number, as appropriate, on transmittal form.
- E. Provide space for Contractor and Engineer review stamps, on transmittal form.
- F. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information, is in accordance with the requirements of the Work and Contract Documents.
- G. Schedule submittals to expedite the Project, and deliver to Engineer at business address. Coordinate submission of related items.
- H. Identify variations from Contract Documents and Product or system limitations.
- I. Revise and resubmit submittals as required, identify all changes made since previous submittal.

SECTION 01300 - SUBMITTALS

- J. Do not make any submittals for products which have not received prior approval from the Engineer.

1.5 CONSTRUCTION PROGRESS SCHEDULES:

- A. Submit initial progress schedule within ten (10) days after date established in Notice to Proceed for Engineer review.
- B. Revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Submit a horizontal bar chart with separate line for each major section of Work or operation, identifying first work day of each week.
- E. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities.
- F. Indicate estimated percentage of completion for each item of Work at each submission.
- G. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those furnished by Owner and under Allowances.

1.6 SHOP DRAWINGS

- A. Submit the number of shop drawing reproductions which Contractor requires, plus four (4) copies which will be retained by Engineer.
- B. 'Checking' of shop drawings shall be regarded as gratuitous assistance to Contractors. Review status by Engineer shall refer only to size and weight of materials and design of detail, and will in no way relieve the Contractor of his responsibility for the correctness of measurements and the alignment of the work nor from the necessity of furnishing material and work required by the contract documents.
- C. The Engineer assumes no responsibility for errors or omissions on shop drawings and should such be discovered later. All subsequent work, materials, etc., shall be furnished and installed for a complete and proper installation and at the Contractor's expense.
- D. Contractor will review Shop Drawings, Product Data and Samples prior to submission. Determine and verify: Field measurements, field construction criteria, catalog numbers and similar data and conformance with specifications. Failure to do so will cause return of submittal without consideration Contractor shall be liable for any delays or other costs caused by inaccurate or inadequate submittals. Submittals will be reviewed by Engineer to verify that Contractor is making the dimension drawings required for his construction layout. Approval of these submittals by Engineer does not relieve Contractor of compliance with Contract Documents. Submittals will be returned without consideration if Contractors approval stamp is not affixed and signed and if shop drawings are poorly executed.
- E. After review, reproduce and distribute in accordance with Article on Procedures above and for Record Documents described in Section 01700 - Contract Closeout.

1.7 PRODUCT DATA:

- A. Submit the number of copies which the Contractor requires, plus four (4) copies which will be retained by the Engineer.

SECTION 01300 - SUBMITTALS

- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.
- C. After review, reproduce and distribute in accordance with Article on Procedures above and for Record Documents described in Section 01700 - Contract Closeout.

1.8 MANUFACTURER'S INSTRUCTIONS:

- A. When specified in individual specification Sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.
- B. Identify conflicts between manufacturers' instructions and Contract Documents.

1.9 MANUFACTURER'S CERTIFICATES:

- A. When specified in individual specification Sections, submit manufacturers' certificate to Engineer for review, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or Product, but must be acceptable to Engineer.

PART 2 - PRODUCTS

- 2.1 Not Used.

PART 3 - EXECUTION

- 3.1 Not Used.

END OF SECTION

SECTION 01600 - MATERIAL AND EQUIPMENT

PART 1 - GENERAL

1.1 REQUIREMENTS:

- A. Material and equipment incorporated into the Work:
 - 1. Shall conform to applicable specifications and standards.
 - 2. Shall comply with size, make, type and quality specified, or as specifically approved in writing by the Engineer. Temporary Utilities: Electricity, heat, telephone service, water, and sanitary facilities.
- B. Manufactured and Fabricated Products:
 - 1. Design, fabricate and assemble in compliance with the best engineering and shop practices.
 - 2. Manufacture like parts of duplicate units to standard sizes and gauges, to be interchangeable.
 - 3. Two or more items of the same kind shall be identical, by the same manufacturer.
 - 4. Products shall be suitable for service condition.
 - 5. Equipment capacities, sizes and dimensions shown or specified shall be adhered to unless variations are specifically approved in writing.
 - 6. Do not use material or equipment for any purpose other than that for which it is designed or is specified.

1.2 MANUFACTURER'S INSTRUCTIONS:

- A. When Contract Documents require that installation of Work shall comply with manufacturers printed instructions, obtain and distribute copies of such instructions to parties involved in the installation, including three copies to Engineer.
 - 1. Maintain one set of complete instructions at the Job Site during installation and until completion.
- B. Handle, install, connect, clean, condition and adjust products in strict accordance with such instructions and in conformity with specified requirements.
 - 1. Should job conditions or specified requirements conflict with manufacturers instructions, consult with Engineer for further instructions.
 - 2. Do not proceed with Work without clear instructions.
- C. Perform work in accordance with manufacturers instructions. Do not omit any preparatory step or installation procedure unless specifically modified or exempted by Contract Documents.

1.3 TRANSPORTATION AND HANDLING:

- A. Arrange deliveries of products in accordance with construction schedules, coordinate to avoid conflict with Work and conditions at the Site.
 - 1. Deliver products in undamaged condition, in manufacturers original containers or packaging, with identifying labels intact and legible.

SECTION 01600 - MATERIAL AND EQUIPMENT

2. Immediately on delivery, inspect shipments to assure compliance with requirements of Contract Documents and approved submittals, and that products are properly protected and undamaged.
 - B. Provide equipment and personnel to handle products by methods to prevent soiling or damage to products or packaging. Contractor is responsible for all off loading and material handling.
- 1.4 STORAGE AND PROTECTION:
- A. Store products in accordance with manufacturers instructions, with seals and labels intact and legible.
 - B. Store products subject to damage by the elements in weather tight enclosures.
 - C. Maintain temperature and humidity within the ranges required by manufacturer's instructions,
 - D. Exterior Storage:
 1. Store products in containers. Contractor may provide a 40 foot container at Site 7-6a.
 - E. Arrange storage in a manner to provide easy access for inspection and make periodic inspections of stored products to assure that products are maintained under specified conditions, and free from damage or deterioration, vandalism or theft.
 - F. Protection after installation: Provide substantial coverings as necessary to protect installed products from damage from traffic and subsequent construction operations, Remove when no longer needed.

PART 2 - PRODUCTS

- 2.1 Not Used.

PART 3 - EXECUTION

- 3.1 Not Used.

END OF SECTION

SECTION-01630 PRODUCT OPTIONS AND SUBSTITUTIONS

PART 1 - GENERAL

1.1 WORK INCLUDED:

- A. Section includes requirements for product options and substitution procedures.

1.2 PRODUCT OPTIONS:

- A. For products specified by reference standards or by description only, provide any product meeting those standards or description.
- B. For products specified by naming one or more manufacturers with the designation that no substitutions are allowed provide only named products.
- C. For products specified by naming one or more manufacturers, provide named products or submit a request for substitution in accordance with Paragraph 1.3.

1.3 WINDOW SUBSTITUTIONS:

- A. During bidding, Engineer will consider requests for window substitutions no later than 10 days prior to Bid Opening. All plan holders will be notified by Addendum of acceptance of substitutions prior to Bid Opening.
- B. After Contract award:
 - 1. After signing of Owner-Contractor Agreement, Engineer will consider written requests for other product substitutions. The request must be made within 10 days after the Owner - Contractor Agreement is signed.
 - 2. Submit request for each substitution with Contractor Substitution Request Form. Copy of form follows this Section. Provide data documenting need for substitution and substantiating compliance of proposed product with Contract Documents. Include proposed changes to contract amount and time if substitution is accepted.
 - 3. Engineer will determine acceptability of proposed substitutions and notify Contractor in writing.
- C. Use of approved substitution shall constitute representation that Contractor:
 - 1. Has investigated product and determined it meets or exceeds quality level of specified product.
 - 2. Will provide same warranty for substitution as for specified product.
 - 3. Will coordinate installation and make changes to other work required to accommodate accepted substitution and complete Work.
 - 4. Waives claims for additional costs or time extensions related to substitutions which later become apparent.
- D. Procedure: Submit four copies of request for substitution. See Section 01300, Submittals. Include in request:
 - 1. Complete data substantiating compliance of proposed substitution with Contract Documents.
 - 2. For products:
 - a. Product identification, including manufacturer's name and address.
 - b. Manufacturer's literature containing product description, performance and test data, and reference standards.
 - c. Samples as required.
 - 3. For construction methods:
 - a. Detailed description of proposed method.
 - b. Drawings illustrating methods.
 - 4. Itemized comparison of proposed substitution with product specified.
 - 5. Data relating to changes in construction schedule.

SECTION-01630 PRODUCT OPTIONS AND SUBSTITUTIONS

1.4 CONTRACTOR SUBSTITUTION REQUEST FORM:

The undersigned, as Contractor for the above project, requests that the following product be accepted for use in the Project in lieu of _____ specified in Section _____

PRODUCT: _____

MODEL NO.: _____

MANUFACTURER: _____

ADDRESS: _____

Reason for substitution request is as follows: _____

A. Attached are the following circled items:

1. Product description including specifications, performance and test data, and applicable reference standards.
2. Samples.
3. Tabulated comparison with specified product.
4. Documentation of reason for request.
5. Cost data for comparing proposed substitution with specified product.
6. Other:

B. The undersigned certifies that unless stated otherwise:

1. Proposed substitution has been thoroughly investigated and function, appearance and quality meet or exceed that of specified product.
2. Same warranty will be provided for substitution as for specified product.
3. Use of substitution will not adversely affect:
 - a. Dimensions shown on Drawings.
 - b. Construction schedule and date of completion.
 - c. Work of other trades.
 - d. Maintenance service and replacement parts for proposed substitution will be readily available.
 - e. Any changes to Contract Sum related to use of proposed substitution are included in price listed below. Contractor waives claims for additional costs related to acceptance of substitution which may subsequently become apparent.
 - f. Costs of modifying project design caused by use of proposed substitution which subsequently become apparent will be paid for by Contractor.

C. If substitution request is accepted:

Contract Sum will be (decreased, increased) by \$ _____.

Contract Time will be (decreased, increased) by _____ calendar days.

Submitted By:

CONTRACTOR: _____

SIGNATURE: _____

DATE: _____

END OF SECTION

SECTION 01700 - CONTRACT CLOSEOUT

PART 1 - GENERAL

1.1 WORK INCLUDED:

- A. Closeout procedures.
- B. Adjusting.
- C. Project record documents.
- D. Operation and maintenance data.
- E. Warranties.

1.2 RELATED WORK SPECIFIED ELSEWHERE:

- A. Section 01600 – Materials and Equipment

1.3 CLOSEOUT PROCEDURES:

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's inspection.
- B. Provide submittals (Certificates of Approval from all inspecting Building Departments, Certificate of Occupancy if applicable, etc.) to Engineer for Owner that is required by governing or other authorities.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- D. Submit final Weekly Certified Payroll, for Contractor and all Subcontractors.

1.4 FINAL CLEANING:

- A. Execute final cleaning prior to final inspection per Section 01710, Cleaning.

1.5 ADJUSTING:

- A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

1.6 PROJECT RECORD DOCUMENTS:

- A. Maintain on site, one set of the following record documents; record actual revisions to the Work:
 - 1. Contract Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other Modifications to the Contract.
 - 5. Reviewed shop drawings, product data, and samples.
- B. Store Record Documents separate from documents used for construction.
- C. Record information concurrent with construction progress.
- D. Specifications: Legibly mark and record at each Product section description of actual Products installed, including the following:

SECTION 01700 - CONTRACT CLOSEOUT

1. Manufacturer's name and product model and number.
 2. Product substitutions or alternates utilized.
 3. Changes made by Addenda and Modifications.
- E. Submit documents to Engineer with claim for final Application for Payment.
- 1.7 WARRANTIES:
- A. Provide copies of all products that have warranties.
 - B. Execute and assemble documents from Subcontractors, suppliers, and manufacturers.
 - C. Submit prior to final Application for Payment.
 - D. For items of work delayed beyond date of Substantial Completion provide updated submittal within ten (10) days after acceptance, listing date of acceptance as start of warranty period.
- 1.8 POST-CONSTRUCTION INSPECTION:
- A. Prior to expiration of one (1) year from Date of Substantial Completion, Engineer will make visual inspection of Project in company with Owner and Contractor to determine whether corrections are required, in accordance with provisions of General Conditions
 - B. For guarantees beyond one year, Engineer will make inspections at request of Owner, after notification to Contractor.
 - C. Engineer will promptly notify Contractor, in writing, of any observed deficiencies.
 - D. Contractor shall correct deficiencies immediately as part of the Contract.

PART 2 - PRODUCTS

- 2.1 Not Used.

PART 3 - EXECUTION

- 3.1 BONDS AND GUARANTEES:
- A. At the issuance of the final certificate and submission of items for completion, the Contractor will deliver to the Engineer all required bonds and guarantees (2 copies).
- 3.2 SUBSTANTIAL COMPLETION:
- 3.3 With the submission of the certificate of substantial completion, the Contractor shall execute the following additional forms:
- A. Contractors Affidavit of Payment of Debts and Claims (AIA 0706).
 - B. Consent of Surety Company to Final Payment (AIA G707).
 - C. Contractors Affidavit of Release of Liens (AIA 0706A).
- 3.4 INSTRUCTION OF OWNER'S PERSONNEL:
- A. Prior to final inspection, instruct the Owners personnel in maintenance.

END OF SECTION

SECTION 01710 - CLEANING

PART 1 - GENERAL

1.1 WORK INCLUDED:

- A. The scope of the Work shall include, but shall not necessarily be limited to, the provision of labor, equipment, materials, and other incidentals necessary to accomplish the continuous cleaning during construction, and final cleaning of the units, as shown on the drawings and described in the specifications.
- B. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 - PRODUCTS

2.1 MATERIALS:

- A. Use only those cleaning materials which will not create hazards to health or property and which will not damage surfaces.
- B. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned.
- C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 - EXECUTION

3.1 DURING CONSTRUCTION:

- A. During the course of the Work, excess waste materials shall be continuously and promptly removed. All reasonable precautions shall be taken to avoid damage to existing utilities and improvements, including sprinklers, plants, and lawns.
- B. At the completion of the Work, the Contractor shall be required to remove from the site and properly dispose of any remaining materials.
- C. All paint residues and vehicle deposits such as oils and fuels which, due to the course of the work, contaminate site soils shall be removed together with the contaminated soils, and such soils shall be replaced if required, with equal soils, clean and uncontaminated. In no case shall any contaminated soil or soils contaminating material or substance (including paints, oils, fuels, and cements) be turned under at the site during grading or fill operations.
- D. Provide on-site containers for collection of waste materials, debris and rubbish.
- E. Remove waste materials, debris and rubbish from site periodically and legally dispose of it at dumping areas off Owner's property. Contractor shall be responsible for all landfill fees.

3.2 DUST CONTROL:

- A. Clean interior spaces when ready to receive finish painting and continue cleaning on an as-needed basis until building is ready for Substantial Completion or occupancy.
- B. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.

3.3 FINAL CLEANING:

- A. General: Special cleaning for specific units of work is specified in sections of Division 2 through 16. General cleaning during progress of work is specified in General Conditions and as temporary services in "Temporary Facilities" section of this Division. Provide final

SECTION 01710 - CLEANING

cleaning of the work, at time indicated, consisting of cleaning each surface or unit of work to normal "clean" condition expected for a first-class building cleaning and maintenance program. Comply with manufacture's instructions for cleaning operations.

- B. Prior to Substantial Completion of the Work, remove all surplus material and debris of any kind. If final clean-up is carried out too early and the work becomes dirty due to subsequent operations under this contract, the work shall be re-cleaned as required.
 - C. Employ experienced workmen, or professional cleaners for final cleaning.
 - D. In preparation for Substantial Completion or occupancy, conduct final inspection of sight-exposed interior and exterior surfaces and of concealed spaces.
 - 1. Metal: Remove protective coverings and other foreign matter from integrally or factory finished metals. Use care not to scratch finish. Wash, rinse, and dry interior surfaces.
 - 2. Windows: Remove labels, marks, stains, dust or other soiling from work. Clean and polish hardware and laminated plastic. Remove dirt and dust from other fixtures. Remove grease, dust, dirt, stains, fingerprints and other foreign materials from sight-exposed interior and exterior finished surfaces; polish surfaces so designated to shine finish.
 - E. Repair patch and touch-up marred surfaces to specified finish to match adjacent surfaces.
 - F. Remove labels which are not required as permanent labels.
 - G. Clean exposed exterior and interior hard-surfaced finishes, to a dirt-free condition, free of dust, stains, films and similar noticeable distracting substances. Except as otherwise indicated, avoid disturbance of natural weathering of exterior surfaces. Restore reflective surfaces to original reflective condition.
 - H. Compliances: Comply with safety standards and governing regulations for cleaning operations. Do not burn waste materials at site, or bury debris or excess materials on Owner's property, or discharge volatile or other harmful or dangerous materials into drainage systems; remove waste materials from site and dispose of in a lawful manner.
 - I. Owner will assume responsibility for cleaning as of time designated on Certificate of Substantial Completion for Owner's acceptance of project or portion thereof.
 - J. The Contractor shall, in addition to other cleanup requirements specified, perform a final cleanup of the entire site, leaving no excess materials, paper, cartons, or other refuse at the site. This cleanup shall include the removal and proper off-site disposal of all refuse originating from the work of this contract or the laborers thereon, which may, by whatever means, have been transported off site to adjacent properties, or rights-of -way.
- 3.4 INSPECTIONS AND ACCEPTANCE:
- A. The final cleanup may be performed in section or areas and at times as agreed to by the Engineer and the Contractor.
- 3.5 DISPOSITION OF MATERIALS AND ITEMS REMOVED:
- A. Unless otherwise specified, all material removed under this Contract and specification which is not acceptable for, and which is not specified for reuse on this project shall become the property of the Contractor and shall be promptly removed from the site.

END OF SECTION

SECTION – 01750 ASBESTOS FREE CERTIFICATION

PART 1 - GENERAL

1.1 WORK INCLUDED:

- A. The Contractor, Subcontractors, and Material Suppliers shall provide and install materials that are ASBESTOS FREE. The owner reserves the right to remove any suspected, contractor installed materials for testing. Costs for testing are paid for by the Owner, unless the material tested contains asbestos, in which the cost will be paid by the contractor.
- B. Any materials installed by the contractor that contains asbestos must be removed by a licensed asbestos abatement contractor and replaced with non-asbestos containing materials at no cost to the Owner.

PART 2 - PRODUCTS

- A. Not Used

PART 3 - EXECUTION

- A. Not Used

END OF SECTION

SECTION 08560 – VINYL REPLACEMENT WINDOWS

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Horizontal Sliding Windows
- B. Single-Hung Side Load Windows

1.2 REFERENCES

- A. American Architectural Manufacturer Association (AAMA)
 - 1. ANSI/AAMA/NWDA 101/I.S.2 /NAFS; Voluntary Specifications for Aluminum, Vinyl (PVC) and Wood Windows and Glass Doors
- B. National Fenestration Rating Council (NFRC)
 - 1. NFRC 100; Procedure for Determining Fenestration Thermal Properties
 - 2. NFRC 200; Solar Heat Gain Coefficient and Visible Transmittance

1.3 DESIGN REQUIREMENTS

- A. Provide windows capable of complying with requirements indicated, based on testing manufacturer's window that are representative of those specified and that are of test size required by ANSI/AAMA/NWDA 101 I.S.2/NAFS.
- B. Structural Requirements – Provide windows capable of complying with requirements indicated:
 - 1. Design pressure: C-35
- C. NFRC Requirements – Provide windows capable of complying with the following total window ratings:
 - 1. U-Factor: 0.30 in accordance with NFRC 100.
 - 2. Solar Heat Gain Coefficient (SHGC): 0.34 in accordance with NFRC 200.
 - 3. Visible Transmittance (VT): 0.58 in accordance with NFRC 200.

1.4 SUBMITTALS

- A. Refer to Section 1300 Submittals
- B. Product Data: Submit window manufacturer current product literature, including installation instruction.
- C. Samples: Provide finish samples for all products.
- D. Quality Assurance Submittals
 - 1. Design Data, Test Reports: Provide manufacturer test reports indicating product compliance with indicated requirements.
 - 2. Manufacturer Instructions: Provide manufacturer's written installation instructions.
- E. Closeout Submittals
 - 1. Refer to Section 1700 Closeout Documents.

1.5 QUALITY ASSURANCE

- A. Qualifications

SECTION 08560 – VINYL REPLACEMENT WINDOWS

1. Installer shall have 5 years of experience installing vinyl replacement windows.
- B. Mock-ups
 1. Window mock-up shall incorporate surrounding construction, including wall assembly fasteners, flashing, and other related accessories installed in accordance with window manufacturer's approved installation methods.
 - a. Mock-up size: 1 Unit as selected by contractor.
 - b. Mock-up may remain as part of the work.
- C. Pre-installation Meeting
 1. Refer to Section 1040 Coordination Meetings.
- 1.6 DELIVERY, STORAGE AND HANDLING
 - A. Refer to Section 1600 Materials and Equipment.
 - B. Deliver windows materials and components in manufacturer's original, unopened, undamaged containers with identification labels intact.
 - C. Store windows as recommended by manufacturer.
- 1.7 WARRANTY

Refer to Section 1700 Closeout Documents.

Manufacturer standard warranty indicating that the window unit will be free from material and workmanship defects from the date of substantial completion for the time periods indicated below:

1. Window Unit: 10 years
2. Glazing:
 - a. Insulated Glass: 10 years against seal breakage

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. JELD-WEN Windows and Doors; 3250 Lakeport Blvd. P.O. Box 1329; Klamath Falls, OR 97601-0268, USA; Phone 541.885.7412, fax 541.884.3331; Toll free 800.535. 3936; website www.jeld-wen.com or equivalent.
- B. Basis of Design: Windows are based on Jeld-Wen Premium Vinyl Windows.
- C. Milgard Windows & Doors, 8000T Series Tuscan, Vinyl Replacement Windows are an accepted equivalent.

2.2 MANUFACTURED UNITS

- A. Frame
 1. Jamb Depth: 3-1/4 inch (82.5mm)
 2. Even Sight Lines: Available on horizontal sliding and single-hung side load
- B. Sash
 1. Thickness

SECTION 08560 – VINYL REPLACEMENT WINDOWS

- a. Horizontal Sliding Windows: 1 ¼"
 - b. Single-Hung Side Load Windows: 1 ¼"
- C. Exterior Trim: Pocket/Block Frame
- D. Weatherstripping
 - 1. Horizontal Sliding Windows: .270 fin pile
 - 2. Single-Hung Side Load Windows: .270 fin pile
- E. Hardware:
 - 1. Horizontal Sliding Windows
 - a. Sliding System: Glide Buttons
 - b. Lock: Standard Lock
 - c. Finish: Color match window frame extrusion
 - 2. Single-Hung Side Load Windows
 - a. Balance: Block and Tackle System
 - b. Lock: Standard Lock
 - c. Finish: Color match window frame extrusion
- F. Glazing
 - 1. Strength: Annealed and Tempered
 - 2. Insulated Glass:
 - a. Two panes of glass utilizing a continuous roll formed stainless steel and dual seal sealant.
 - b. Overall Nominal Thickness: 7/8"
 - c. Type: Type 1- Clear
 - d. Coating Options: Low E on surface 2
- 2.3 WINDOW ACCESSORIES
 - A. Insect Screens
 - 1. Material: Charcoal fiberglass screen cloth (18 by 16 mesh) set in painted roll formed aluminum frame.
 - 2. Frame Finish: Color match frame extrusion
- 2.4 CONSTRUCTION ACCESSORIES
 - A. Sealants
 - 1. Products:
 - a. Sonneborn NP-1 exterior caulk.
- 2.5 FABRICATION
 - A. General:
 - B. Horizontal Sliding Windows and Single-Hung Side Load Windows

SECTION 08560 – VINYL REPLACEMENT WINDOWS

1. Frame: Fusion Welded Corners
 2. Sash: Fusion Welded Corners
 3. Glass: Mounted with silicone glazing compound and/or glazing tape.
- 2.6 FINISH
1. Color: White

PART 3 - EXECUTION

3.1 GENERAL

- A. Install windows in accordance with manufacturer's installation guidelines and recommendations.

3.2 EXAMINATION

- A. Inspect window prior to installation.
- B. Inspect rough opening for compliance with window manufacturer recommendations. Verify rough opening conditions are within recommended tolerances.

3.3 PREPARATION

- A. Prepare windows for installation in accordance with manufacturer's recommendations.

3.4 INSTALLATION

- A. Insert window into rough opening:
 1. Shim side jambs straight.
 2. Inspect window for square, level and plumb.
 3. Fasten window through jamb, shim and into rough opening jamb.
 4. Test and adjust for smooth operation of window.
 5. Ensure weep holes are clear of debris for proper drainage.

3.5 CLEANING

- A. Clean interior and exterior surface and glass with mild soap and water, remove all labels.

3.6 PROTECTION

- A. Protect installed windows from damage.

END OF SECTION